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REASURE ISLAND DEVELOPMENT AUTHORITY ONE AVENUE OF THE PALMS, BLDG. ONE, 2<sup>ND</sup> FLOOR, TREASURE ISLAND SAN FRANCISCO, CA 94130 (415) 274-0660 FAX (415) 274-0299 WWW.SFTREASUREISLAND.ORG

# TREASURE ISLAND DEVELOPMENT AUTHORITY MEETING AGENDA

May 12th, 2010 - 1:30 P.M.

Room 400, City Hall 1 Dr. Carlton B. Goodlett Place

Gavin Newsom, Mayor

GOVERNMENT DOCUMENTS DEPT

DIRECTORS

MAY 1 0 2010

Owen Stephens, *President* Helen Nigg, *Secretary* John Rahaim Douglas Shoemaker John Elberling, CFO Claudine Cheng Jean-Paul Samaha Supervisor Chris Dal SAN FRANCISCO PUBLIC LIBRARY

Supervisor Chris Daly (Ex-Officio)

Mirian Saez, Director of Island Operations

## ORDER OF BUSINESS

- Call to Order and Roll Call
- General Public Comment (Discussion Item) \*\*\*In addition to General Public Comment, Public Comment will be held during each item on the agenda.\*\*\*
  Estimated Length of Item: 10 minutes
- Reports
  - a. Report by Director of Island Operations (Discussion Item)
    Estimated Length of Item: 5 minutes
  - b. Report by Office of Economic & Workforce Development (Discussion Item)

    Estimated Length of Item: 10 minutes
  - Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (Discussion Item)

## Estimated Length of Item: 5 Minutes

- 4. Communications (Discussion Item)
  Estimated Length of Item: 5 minutes
- Ongoing Business by Directors
- 6. CONSENT AGENDA
  Estimated Length of Item: 5 minutes

All matters listed hereunder constitute a Consent Agenda, are considered to be routine by the Treasure Island Development Authority Board and will be acted upon by a single vote of the Authority Board. There will be no separate discussion of these items unless a member of the Authority Board so requests, in which event the matter shall be removed from the Consent Agenda and considered as a separate item.

- a. Approving the Minutes of the April 7, 2010 Special Meeting (Action Item)
- Resolution Approving and Authorizing an Extension of the Cooperative Agreement with the United States Navy from October 1, 2010 to September 30, 2011 (Action Item)
- Resolution Authorizing the Thirty Fourth Amendment to the Treasure Island Land and Structures Master Lease between the Authority and the Navy to Extend the Term (Action Item)
- d. Resolution Authorizing the Twenty Second Amendment to the Treasure Island Event Venues Master Lease between the Authority and the Navy to Extend the Term (Action Item)
- e. Resolution Authorizing the Fourteenth Amendment to the Treasure Island Marina Master Lease between the Authority and the Navy to Extend the Term (Action Item)
- f. Resolution Authorizing the Sixth Amendment to the Treasure Island Childcare Center Master Lease between the Authority and the Navy to Extend the Term (Action Item)
- g. Resolution Authorizing the Twenty Sixth Amendment to the Treasure Island South Waterfront Master Lease between the Authority and the Navy to Extend the Term (Action Item)
- h. Resolution Approving and Authorizing the Execution of Sublease No. 263 with William Collister and Gerrid Joy, individuals, for Approximately Thirty Thousand (30,000) square feet of shed space located at Building 201, Treasure Island (Action Item)

- Resolution Retroactively Approving and Authorizing the Execution of a Second Amendment to Sublease No. 158 with the City and County of San Francisco, acting by and through its Film Commission, to decrease Base Rent for Parcel A: office space located on the Second Floor of Building One, the Administration Building, Suite 200; Parcel B: Hanger Three; and Parcel C: shed space located at Building 180, North, Treasure Island (Action Item)
- j. Resolution Authorizing an Eighth Amendment to the Contract with Economic and Planning Systems for Economic Consulting Services in Support of Negotiations with the U.S. Navy and the Master Developer by Extending the Term for an Additional Twelve Months through June 30, 2011 and Increasing the Budget from \$345,500 to a Total Not-to-Exceed Amount of \$405,500. (Action Item)
- Feedback and Responses on Draft Design for Development by Treasure Island Community Development (Discussion Item) Estimated Length of Item: 30 Minutes
- Ferry Terminal Conceptual Design Presentation by SOM and Moffatt and Nichol (Discussion Item) Estimated Length of Item: 30 Minutes
- 10. Discussion of Future Items by Directors
- 11. POSSIBLE CLOSED SESSION
  - \*\*\*If approved by the TIDA Board, this Closed Session item will take place for approximately 30 minutes at the end of the meeting\*\*\*
    - a. Public Comment on all items relating to closed session
    - b. Vote on whether to hold closed session to confer with real property negotiators. (Action item)

    - c. Reconvene in open session (Action item)
    - Possible report on action taken in closed session under Agenda Item 11 (Government Code section 54957.1 (a) (1) and San Francisco Administrative Code Section 67.12)
    - ii. Vote to elect whether to disclose any or all discussions held in closed session (San Francisco Administrative Code Section 67.12).

Relevant documents such as resolutions, staff summaries, leases, subleases are available at the Treasure Island Development Authority Office, One Avenue of the Palms, Second Floor, Treasure Island, and the Government Information Center at the Main Library, 100 Larkin Street. Public comment is taken on each item on the agenda.

If any materials related to an item on this agenda have been distributed to the TIDA Board of Directors after distribution of the agenda packet, those materials are available for public inspection at Treasure Island Development Authority, Building One, 2<sup>nd</sup> Floor, One Ave. of Palms, San Francisco, CA 941130 during normal office hours.

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## Lobbyist Ordinance

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance [SF Campaign and Governmental Code 2.100] to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the Ethics Commission at 30 Van Ness Avenue, Suite 3900, San Francisco, CA 94102, telephone (415) 581-2300, fax (415) 581-2317 and web site http://www.sfcov.org/ethics/.

# KNOW YOUR RIGHTS UNDER THE SUNSHINE ORDINANCE (Chapter 67 of the San Francisco Administrative Code)

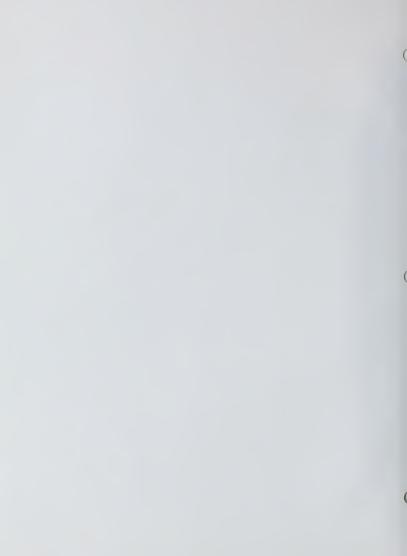
Government's duty is to serve the public, reaching its decision in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance or to report a violation of the ordinance, contact: Administrator, Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco CA 94102-4689; by phone at 415 554 7724; by fax at 415 554 7834; or by email at sorti@sfgov.org.

Citizens interested in obtaining a free copy of the Sunshine Ordinance can request a copy from the SOTF or by printing Chapter 67 of the San Francisco Administrative Code on the Internet, http://www.sfgov.org















MAYOR

10:30

# POLICE DEPARTMENT CITY AND COUNTY OF SAN FRANCISCO THOMAS J. CAHILL HALL OF JUSTICE 850 BRYANT STREET SAN FRANCISCO, CALIFORNIA 94103-4603



May 4, 2010

Ms. Mirian Saez
Executive Director
Treasure Island Development Authority
410 Avenue of the Palms
Treasure Island
SF. CA 94130

## SENT VIA FACSIMILE TO (415) 274-0299

Reference: Treasure Island Crime Statistics - April 2010

Dear Ms. Saez:

There were fifteen incident reports filed with the San Francisco Police Department about occurrences on Treasure Island and Yerba Buena Island during the month of April 2010. Please see Attachment A for specific information.

Please Contact me at (415) 553-9154 or at Daniel Mcdonagh@sfgov.org if you have any questions.

Sincerely,

Daniel McDonagh

Captain - Southern Station

Officer Louis Glaser Southern Station

(415) 553-7959

NO.121

OCC. DATE	REP. DATE	LOCATION	TYPE	COMMENTS	CASE NUMBER
4/1/10		4/1/10 Northgate Rd	Theft, other property	3 Booked	100303019
4/1/10		4/1/10 300 blk Nimitz Dr	Burglary Apartment	Suspect Known	100305714
412/10		4/2/10 1200 bik Bayside Dr	Death Report	Cause Unknown	100306530
1/9-4/12/10	4/13/10	4/13/10 1400 blk Halibut Ct	Theft of checks	Suspect Unknown	100342023
4/16/10		4/16/10 1200 blk Northpoint Dr	Vandalism	1 Booked	100351999
4/18/10		4/18/10 300 blk Yerba Buena Rd	Auto Boost	Suspect Unknown	100357931
4/19/10		4/19/10 Address Withheld	Battery, DV Related	Suspect Known	1000361807
4/19/10		4/19/10 1200 blk Bayside Dr	Vandalism	Suspect Unknown	100363148
4/9-4/19/10	4/19/10	4/19/10 1400 blk Halibut Ct	Harassing phone Calls	Suspect Known	100362178
4/22/10		4/22/10 Av H @ 5th ST	Vandalism	Suspect Unknown	100370682
4/26/10		4/26/10 Signal Tower Rd	Auto Boast	Suspect Unknown	100385528
4/26/10	Ì	4/26/10 Signal Tower Rd	Auto Boost	Suspect Unknown	100386554
4/27/10		4/27/10 Address Withheld	Mental Health Detention	1 Trans. To SFGH	100387665
4/27/10		4/27/10 Address Withheld	Battery, DV Related	1 Booked	100390282
4/30/10		4/30/10 400 blk 13th St	Vandalism	Suspect Unknown	100400160

Homicide Vehicle Theft ES APPRI, ZUTU Robbery Sex Offenses

Total 8

Arson Larceny 5

Assutt 2 Burglary 1

### CITY & COUNTY OF SAN FRANCISCO

WWW.SFGOV.ORG/TREASUREISLAND

GAVIN NEWSOM, MAYOR

REASURE ISLAND DEVELOPMENT AUTHORITY ONE AVENUE OF THE PALMS, BLDG. ONE, 2ND FLOOR, TREASURE ISLAND SAN FRANCISCO, CA 94130 (415) 274-0660 FAX (415) 274-0299



# **MEMO**

To:

Mirian Saez, Director of Island Operations

From:

Frishtah Afifi, Project Administrator

Date:

05/12/10

RE:

Finance Report

This report summarizes revenues received and expenses recorded from July 1, 2009 through March 31, 2010 for TIDA Operations.

Revenues received total \$8,360,590 or approximately 82% of the FY10 projected revenue. However, our Special Events revenues are not on target at 51% for the Joint Venture and at 42% for the TIDA-booked Special Events as a result of the current downturn in the economy and granted waivers of event fees.

Expenses were \$9.711.797 or approximately 96% of the FY10 expense budget. A large portion of the expenses are the City department Work-Orders (\$8,407,960) which are encumbered at the beginning of the fiscal year. The Professional Services expenditure line is on target at \$1,265,445, or approximately 87% However, we had some unplanned expenditures of approximately \$120,000 in the Marine Salvage category. Finally, the Administration expenditure line is at \$38,391 or approximately at 30%.

The detailed spreadsheet of TIDA Operation revenue and expenditure is included with this Memo.



TIDA 2009-10 REVENUE SOURCES 5/12/10	FY 09-10 TIDA Board Approved Budget	FY 09-10 TIDA Deposits as of 5/10/10	Percentage
Joint Venture Special Events	\$457,355.00	\$232,511.62	50.84%
TIDA Special Events Revenues	\$194,000.00	07'089'18\$	42.10%
TI Commercial Revenues	\$1,654,800.00	\$1,244,686.43	75.22%
Film Revenues	\$20,000.00	\$12,000.00	%00:09
YBI Filming/Cellsites/ Banner Revenues	\$328,940.00	\$220,367.11	%66.99
Maritime Revenues	\$102,730.00	\$103,168.25	100.43%
John Stewart Company Housing Revenues	\$5,702,840.00	\$4,751,862.80	83.32%
John Stewart Company Housing CAM Revenues	00.009,855\$	\$364,314.72	107.28%
SFFD Training Academy	\$814,000.00	00.000,008\$	98.28%
Carryforwards	00.000,055\$	00.000,052\$	100.00%
Grand Totals	\$10.164.265.00	183.360.591	82%



Expenses	TIDA App. 109-10	FY 09-10 Actuals	FY 09-10 P 1Ce
05/12/10- DRAI TIDA OPERATIONS EXPENSES	)		
ADMINISTRATION			
MISC-REGULAR (Salaries)	Under GSA's Budget		
RETIRE CITY MISC FRINGE BENEFITS	Olider Good Subject	\$11.218	\$3,782
TIDA INTERNSHIP PROGRAM	\$5,000	0\$	\$5,000
TRAVEL COSTS	\$10,000	\$2,666	\$7,334
I RAINING COSTS	8750	\$1,175	-\$425
MFMBERSHIP FIES	\$4,000	80	\$4,000
PROMOTIONAL AND MARKETING EXPENSE	\$20,000	\$4,977	\$15,023
DELIVERY & POSTAGE	\$15,000	83,075	526,118
OFFICE RENTALS & LEASED EQUIPMENT	\$13,000	59,73	\$3,207
OFFICE MATERIALS & SUPPLIES	000,000	64 540	\$31,490
OTHER CURRENT ADMINISTRATIVE EXPENSES	6434 750	438 394	\$93.359
TOTAL ADMINISTRATION	067,1616	100,000	
PROFESSIONAL & SPECIALIZED SERVICES		6406 040	\$34 9KD
TREASURE ISLAND BOYS & GIRLS CLUB HOUSE	\$140,000	\$44.213	\$5,787
CHILD CARE -KIDANGO	000,000	0\$	0\$
CHILD CARE -CATHOLIC CHARILLES	0\$	\$17,200	-\$17,200
THUL-Headslan CHILDCARE FACILITY OF ENGINEERS	\$175,000	\$143,368	\$31,632
THE CONTROL OF THE CONTROL	\$150,000	\$140,180	\$9,820
MADDINE SALVAGE	\$20,000	\$127,210	-\$107,210
IGGEA -PUBLIC ART HISTORICAL PRESERVATION	\$40,000	\$20,212	\$19,788
SCAVENGER SERVICES (GOLDEN GATE DISPOSAL)	\$25,000	\$11,955	\$13,045
JANITORIAL SERVICES (Toolworks)	\$108,000	\$81,000	\$27,000
GROUNDS MAINTENANCE RUBICON	\$675,000	\$518,457	\$156,543
TIDA DIRECTOR'S LIABILITY INSURANCE	\$45,000	\$0	\$45,000
OTHER PROFESSIONAL SERVICES	\$40,000	258,610	010,014-
TOTAL PROFFESSIONAL & SPECIALIZED SERVICES	\$1,468,000	\$1,265,445	\$202,505
CITY DEPARTMENT WORK-ORDERS		FY 09-10 Encumbered Amounts	
DEPARTMENT OF PARKING AND TRAFFIC	\$15,000	\$20,000	
CONTROLLER'S OFFFICE	\$25,000	\$25,000	
DTIS SERVICES (AAO)	\$38,000	\$40,223	
DEPARTMENT OF BUILDING INSPECTION	\$10,000	000,000	
RISK MANAGEMENT INSURANCE CONSULTING	000,88	\$1,000	
GENERAL SERVICES AGENCY	285,202,18	000 0003	
GF-CITY ATTORNEY-LEGAL SERVICES (AAO)	000,0024	83,000	
GF-HR-MGMT TRAINING (AAO)	\$13,000	\$13,000	
IS-PURCH-CENTRAL SHOPS-AUTO MAINT (AAU)	\$3,500	\$3,500	
IS-PURCH-CENTRAL SHOPS-FORE STOCK (AND)	\$20,000	\$20,000	
GE-DICHETCH HETCHY (AAO) (\$650,000 Utility Bills, 135,000 Generators, \$200,000 MOU)	\$985,000	\$985,000	
SR-DPM-RIII DING REPAIR (AAO)	\$1,187,608	\$475,159	
FACILITIES MANGEMENT SERVICES	80	\$794,037	
SR-DPW-SPECIAL SERVICES ENGINEERING	0\$	\$29,056	
SR-DPW-BUREAU OF STREET ENVIRONMENTAL SERVICES	\$48,470	\$48,470	
SR-DPW-BUREAU OF STREETS AND SEWER REPAIR SERVICES	\$80,263	980,200	
SR-DPW-BUREAU OF URBAN FORESTRY SERVICES	000,671\$	000	
SR-DPW-BUREAU OF OPERATIONS (Classified under BBR FY 09-10)	\$109,624	\$269.870	\$160,170
SPECIAL CAPITAL IMPROVEMENT PROJECTS	24 549 967	\$4.267.708	\$160,170
TOTAL CITY DEPARTMENT WORK-URDERS	100,000,000	CE E74 EAA	\$456 084
TOTAL OPERATIONS EXPENDITURES	\$6,149,717	##C,1 10,00	100,000
SURPLUS AVAILABLE FOR DISTRIBUTION TO GENERAL FUND	\$4,014,548	\$4,140,253	
TOTAL REVENUES	\$10,164,265.00	\$9,711,797	



## CITY & COUNTY OF SAN FRANCISCO





MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

To: Treasure Island Development Authority Board of Directors

From: Mirian Saez, Director of Island Operations

Date: May 7, 2010

Re: Use Permit and Film Permit Waivers and Reductions

The following waivers and reductions were granted for short-term Use Permits and Film Permits between April 3, 2010 and May 7, 2010

## Waivers:

- San Francisco Sherriff's Department Building 260 April 7, 2010
- Oakland Police Department YBI Quarters 62, 240 April 9, 2010
- San Francisco Police Department (SFPD) Building 258, YBI Quarters 2-7 April 13 16, 2010
- Treasure Island Homeless Development Initiative Building 1 parking lot May 1, 2010
- SFPD YBI Quarters 2, 62, Treasure Island Chapel, Fogwatch Picnic Area May 5, 2010
- Yerba Buena Island Tunnel banner space U.S. Census 2010 May, 2010

# Reductions:

- Renegades Association of California – Building 3 Parking Lot – May 1 – 2, 2010



# Treasure Island Development Authority Subleases and Permits Executed Pursuant To Leasing Policy As of May 12, 2010

Comments	Executed	Executed	Executed	Out for signature	Executed	Executed	Executed	Executed	Executed	Executed
Monthly Rent	\$5,453	\$2,100	\$1,450	Waived	Waived	Waived	\$500	\$1,000	\$1,500	\$500
Sq. Ft.	PA: 11,700 PB: 23,760 PC: 13,400	12,000	PA: 2,460 PB: 320 PC: 2,100	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Commenceme Leasehold Type nt Date	Office/ storage	Storage	Office / storage	PD training	Island Community Market	SFGAA event	Film production n/a	Chevrolet	Chevrolet still photo shoot	Marching band and flag corps practice
Commenceme nt Date	4/1/10	4/15/10	April 23, 2010	4/1/10 – 11/30/10	5/1/10	4/3/10	4/1/0/10	4/24/10	April 24-26, 2010	May 1-2, 2010
Company Name / Prospective Subtenant	City View Storage	Machinery Plant	Lumigrow, Inc.	City of Berkeley acting by and through the Berkeley Police Department	ТІНЫ	San Francisco Gaelic Athletic Assn	Scott Samuelson, an Individual	Believe Media	Producit Inc.	Renegades of Northern California
Leasehold Status (new / expired)	New	New	New	New	New	New	New	New	New	New
Agreement	223	251	257	P-246	P-247	P-253	P-254	P-256	P-259	P-262
Location / Facility	Building 225	Building 216	Building 670	YBI Quarters 2,3,4,5,6,7, and 62	Building 1 parking lot	13 <sup>th</sup> Street btwn Ave E and H	Avenue of the Palms exterior	YBI Tunnell Road	Yerba Buena Island	Building 3 parking lot

	r	
Executed		
\$500		
n/a		
Honda still photo shoot		
May 8, 2010 Honda still photo shoot		
Wesley Allison Photography		
New		
P-264		
Avenue of Palms at 9 <sup>th</sup> Street		



# **MEMORANDUM**

To: Mirian Saez, Director of Operations, Treasure Island Development Authority

cc: Suzanne Wood, Edison Capital Jack Gardner, JSCo Ned York, JSCo

John Stewart, JSCo Loren Sanborn, JSCo Connie Le, JSCo

Paula Schlunegger, JSCo Lynny Lee, JSCo

From: Michael Smith-Heimer Muse

Date: April 20, 2010

Subject: Percentage Rent for Treasure Island Housing Project Sublease for March 2010

Enclosed is our payment of Percentage Rent in the amount of \$458,962 for the March period, calculated per the sublease agreement. This figure is based on the accompanying attachments. You should note that these expenses include funding reserves as outlined in the sublease requirements including accrued funds to pay Possessory Interest charges of the property.

#### Calculation of Funds Available for Distribution

TIDA receives 95% revenues remaining after adjusting gross revenues by operating expenses, current accretion due and the repayment of ledger balances based on sublease specifications. Funds expended for replacement reserve eligible items are expensed in the period expenses are recognized. To the degree that these costs are reimbursed from the replacement reserve account, percentage rent will be adjusted in the period that the reserve draw is approved.

For the month of March 2010, Actual Total Revenues were 5.8% above Budgeted Total Revenues while Actual Total Operating Expenses were below Budgeted Total Operating Expenses by about .38% (with a significant positive variance reflecting earthquake insurance cost savings but a significant negative adjustment for replacement expenditures). The result was that Funds Available for Distribution were about 15.6% above budget.

#### Calculation of Percentage Rent

Based on operations, a total of \$483,118 in adjusted Gross Revenues after costs of operations are available for distribution for the March period. These revenues are distributed as follows:

March 2010 Distributions	<u>Actual</u>	Budgeted
Available for Distribution	\$483,118	\$417,853
Percentage rent for TIDA  Percentage rent reimbursed to JS	\$458,962 SCo	\$396,960
for Playground Construction	0	
Total percentage rent to TIDA Percentage rent for JSCO	\$458,962 \$24,156	\$396,960 \$20,893
1 Clocinage Tent for 0000	ψ2 <del>-1</del> , 100	Ψ20,000

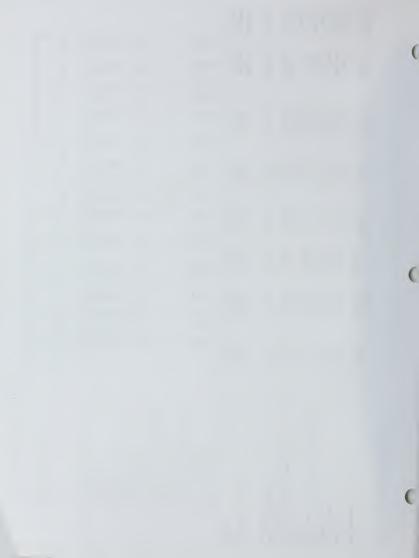
This percentage rent breakdown reflects the current year split by TIDA/JSCo. Beginning with April 2005 disbursements, TIDA receives 95% of revenues after expenses, while the John Stewart Company percentage is 5% of the amount.

DRAW	Draw 122	Draw 13	Draw 124	Oraw 125	Draw 13	Draw 12	128	Draw 129	Draw 130	Draw 131	Draw 132	Orew 133	Draw 134
Units ready for eccupancy at Beginning of month Hotel Leaved and Consider during month	578	578	578	578	578	578	578	578	578	5/8	10 10	518	
Aggregate Units canned and Occupied during morth Average Unit Remi	536	528	524	518	498	485	431	486	484	475	472	472	
	March	April	May	June	July	August	September	October	November	December	January	February	March
REVERVIE FROM OPERATIONS Estimate of Gross Revanue Adjustrand for Move-in Training Financial income fine, marketing from Sept. 2000 onward)	1,149,408	1,150,472	1,155,338	1,158,271 -61,576	1,179,835	1,158,409	1,166,526 -77,410 854	1,139,587	1,139,288	1,141,498	1,141,012	1,142,472	1,142,424
Credit Clinck Revenue Other Revenue Gross Revenue Colocide  Fix prayers Revenue Colocide  Fix prayers Revenue Colocide  The Colo	1,111,449	1,120,351	1,117,859	1,108,464	1,107,851	1,061,303	1,103,204	1,035,854	5,351	1,016,347	1,001,132	7,695	995,366
0300 ADMINISTRATIVE EXPENSES 0210 Advertaing/Marketing 0250 Credit Reports	1,333	2,367	6.235	1,761	1,174	1,214	4,865	1,760	1,603	1,151	1,063	971	
6210 Ollice Salantes 6311 Office Supplies 6315 Furniture Lease	21,981	20,752	21.651	3,637	23,737	24,639	3,022	5,267	17,164	1,910	5,776	2,040	
6318 Gonouline Exonese 6319 Office Supplies Environmental 6320 Management Fee	33,104	36.373	32,815	32,109	32,726	34,050	30.508	31,407	30,343	30,430	32,649	27,444	29,552
6330 Managetts veryear 6331 Managetts veryear 6331 Staff Units	5,813	5,625	5,812	5,625	5,813	5,812	5,250	6,188	5,625	7,489	6,066	5,354	
6332 Feyenses 6340 Lenel Expenses	7,527	1,778	2,890	-804	838	5,393	3.391	5,765	2,385	-6,912	363	-380	
639 Augin Tendookeapina 630 Augin Tendookeapina 6370 Caleurion Loss 9395 Mikesinesk Admirtetrahre 9395 Mikesinesk Admirtetrahre	20,593 1,759 60 258 258	2,529 0 1,032 843	017.1	33,768	1.872 6.715 2.808 0.19	0 1,650 229 774	1.653 -205 1.035	16.631	1,588	1,699 5,694 784	1,000	7.026	
6386 Vehicle Leese & Insurance 6392 Seminars/Training 6393 Temporary Services	1,110	185							160		25		
6395 Administrative Services 6390 Computer Charges 6390 Computer Charges	3,618	788	789	697	2.037	165	185	502	322	232	167	450	
Subloin: Administrative Expenses	108,649	81,398	86,423	106.641	69.273	84,554	74,390	98,573	82,112	69,179	72,390	66,248	74,739
UTILITIES 6450 Subtotel: Utilities	147,186	147,188	147,186	147,186	161,420	148,937	126,873	137,629	135,147	135,423	132,389	130,456	129,907
6589 Navy CAM Charge	28,242	28.242	28.242	28.242	28.242	28.242	28.242	28,242	28,242	28,242	28.242	28,242	28,242
600 COUNTY AND	777 890 1823 17,000 9,000 9,000 1846 1846	2,650 2,650 1,825 17,703 8,027 252 252 1,586	88 880 150 17,784 81,784 816 0	1,097 2,740 2,075 2,1,890 9,093 4,459 7,05	136 1320 1325 1,025 14,961 11,272 5,026	1,002 1,960 2,190 1,825 2,823 7,509 2,729	1.656 950 1.430 11.825 11.825 12.428 3.7428 1.047	0 100 1,825 20,151 9,906 806 721	2.895 2.895 1.625 21.556 8.057 316 903	783 1,020 3,805 1,825 18,226 8,772 8,772 0	940 925 1,625 16,991 6,993 6,775 348	0 1,035 1,025 19,490 7,155 2,043 1,404	250 940 1,670 1,625 23,450 7,206 4,555
6536 Grounds Supplies 6537 Grounds Control Con	38,199	42.105	38,449	38,769	37.767	37.175	36,644	43,794	40,924	39,594	40,544	39.894	42.926
6510 Maintenance Payodi 6510 Repairs Material	17,499	13,693	7,382	19,124	18,448	16,782	14,657	13,155	14,566	20,116	20,277	15,632	17,862

DRAW	Drsw 122	Draw 123	Draw 124	Draw 125	Draw 126	Draw 127	126	Draw 129	Draw 130	Draw 134	Draw 112	Draw 123	Denne 494
Julis ready for occupancy at Beginning of month	578	578	576		576	576	576	878	575	576	578	576	578 578
Units Lessed and Occupied during month  Appropried Units Lessed and Occupied during month  Awarage Unit Reni	538	825	824	516	8	485	431	400	484	475	472	472	468
		April	May	Sunc	July	August	September	October	Management	December	January	Eabrung	Money
8542 Repairs Contract	4,380	75	1,075	11,468	4,680	7.590	5.034	5,145	4.730	6,814	4,286	2,001	2,476
0544 Electric Majatements		2,220	828	1,176	2,004	-18	3,286	949	889	1,000	3,672	3,972	5,709
6545 Elsevator Manutenance 6545 Healing and Cooling (Includes \$291 EOY edjustmant in Dacamber, 2004)	2,022	2,713	00	294	0	235	548		1 000	128	0 600	1 164	1 810
6548 Payoff Environmental 6549 Renalt Baterial Foremental		978	3,650		•				4 600				
6553 Applance Repairs 6554 Windows Repairs		830		1,053	807	275	1,306			1,740	8	34	704
6555 YBI Maintenance Repair 6560 Pahling and Decoreting (Includes ad for August 2007)	1,612	-1,244	1,052	3,680	4.413	1,682	2,655		4.190	2,779	370	-	3.104
6562 Roof Repairs/Contract 6565 Furniure rent - Tamp Relocation													
6570 Vehicle Lease 6572 Mant and Fredorina Benefit Continue \$780 IFOX adjustment to Dech	205			325	0		197		0	1,670	922	1,288	491
6590 Misc. Oper and Matmanance 6573 Informal anothe Sandes	-	732		0	0 15	020	2.744		0	3	4,500	0 0	4,410
6596 Fire Damego Costs	-	8			//6"	316			1.302	7	290	5	
7230 Intarior Replacement (eligible for RR Draw)	16,472	05,598	23,796	50.627	39,125	32,846	32,779	16,776	25,858	21,428	26,143	19,281	14,496
7250 Relocation Evance	10,003	10,700				11,000	12,404	19,199	5	16,650	11,670	4.408	16,145
7240 Exterior Replacement (aligible for RR Draw) (Inclues 59,320 EOY act in Dec)	35,181	15,677		44		4,980	3,669	66,047	28,755	10,715	34,623	21,580	73,595
Subfotal: Operation and Maintanance	192,680	253,585	152,509		151,251	164,452	174,913	205,379	158,817	175,493	207,024	148,395	231,958
6700 TAXES/INSURANCE 6710 Taxes - Real Estate 6711 Purrol Taxes	3,567	3,356	6,048	3,628	3,55	5,623	5,041	3,140	3,021	7.804	6,322	3,660	2.512
6720 Property Insurance (inc. and for Insurance Cleims and YTD adj)	35,678	33,979	33,979	36,273	35,101	36,007	34,401	35,453	35,453	36,039	38,469	35,995	-17,624
6721 Fidelity Bond 6722 Workers Companisation (includes \$11 EOY adjustmanl in Dec)	3.041	3.112	4.821	3.142	3.152	3.067	2 6.07	2778	2525	3.044	3.054	160	2 840
6723 Employee Health and Life insurance (axcludes 401(k)	5,986	5,557	5,557			5,557	5,557	5,541	5,185	5,290	3,919	960'9	5,343
401 (K) Makching Contriution estimate	1,349	204	264		284	284	88	284	564	264	564	264	602
or to Possessary Interest lax	5,890	5,950					6,106	90100	6,106	6,106	6,106	6,106	6,108
Subtotal Tavasilisurance	102.061	99.194	103,550	101,791	100,569	105,575	100,911	100,217	99,499	105,281	105,090	99,223	46,619
6900 SERVICE EXPENSES 0991 Recreation Stantes 6992 Recreation Supplies anclades -\$150 EOY adjustment in Dec)	0	•					3.000	•	0	0	- 6	0	0
ouse Jinay Subjetal: Services	00	00	00	00	00	0	3.000	0	0	0	0	0	
7000 Raplacement Reserva Eiglible Expenses													
7100 CORPORATE EXPENSES 7120 Lotal Depontar 7130 Fathal Incomm Tax 7131 State Incomm Tax													
Addistronal displaces against Expenses about for 2003 (ceveral in Dec 2004) TOTAL, OPERATING EXPENSES Morality Expense and Unit not of Rapiacriment Reserves)	678,868	609,703	616.519	545,888	630.745	531,861	500,329	571,039	613,818	513,519	545,136	471,588	511,474
data Resarves	11,560	11.560	11,560	11,560	11,560	11,580	11,560	11,560	11,560	11,580	11,560	11,560	11,560
AL EXPENSES	880,388	621,263	528,479	557,448	642,305	\$43,421	619,889	582,599	625,378	625,179	658,598	483,123	523,034
Total Expanses Net of Environmental Per Unit Monthly Expanses (at occupied units Net of Environmentel)	590,358	620,285				643,421	519,839	582,599	523,578	626,179	566,638	483,128	623,034
Per Unit Worlsty Expenses (occupied run pro rata of 101at Expenses) TOTAL FINARONMENTAL EXPENSES	0	878	3,850	0	0	0	0	0	1,800	0	0	0	

DRAW	Draw 122	Draw 123	Draw 124	Draw 125	Draw 128	Draw 127	126	Draw 129	Draw 130	Draw 131	Draw 132	Draw 133	Draw 134
Units ready for occupancy at Beginning of month	578	578	578	578	576	578	578	576	576	576		878	578
Units Leased and Occuped during mouth Approprie Units Leased and Occupied during mouth Approprie	538	529	524	518	498	485	431	486	484	475	472	472	465
The state of the s	March	April	May	June	John	August	Seotember	October	November	December	- Lancel	Eabring	Manual
DISBURSEMENT OF REVENUES (Per Subtesse Agreement)	March 2009 Actuals	April 2009 Actuals	May 2009 Actuals	June 2008 Actuals	July 2009 Actuals	August 2009 Actuals	64	September October 2009 009 Actuals	November 2009 Actuebs	December 2009 Actuals	December January 2010 February 2010 009 Actuals Actuals	ebnuary 2010 Actuals	March 2010 Aduate
Adjusted Gross Revenue	1,111,449	1,120,351	1,117,859	1,108,484	1,107,851	1,061,303	1,103,204	1,036,854	1,020,654	1,016,347	1,003,332	997,031	993,367
Less Base Rant	46,230	-48,638	-48,638	-48,638	-48,836	-48,636	-46,836	-46,638	-46,636	-46,636	-46,636	46,636	48.636
Less Operaling Expenses	-471,232	-498,452	-409,227	-538,901	-423,141	-422,933	-402,943	-464,755	-406,597	-408,311	437,609	-369,246	-407,044
Less CAM Charga	-28,242	-28,242	-28,242	-28,242	-28,242	-28,242	-26,242	-28,242	-28,242	-28,242	-28,242	-28,242	-28,242
Less Replacement Reserve Funding	-11,580	-11,580	-11,560	-11,560	-11,580	-11,580	-11,580	-11,560	-11,560	-11,580	-11,580	-11,560	-11,560
Managameni Fee	-33,104	-36,373	-32,815	-32,109	-32,726	-34,050	-30,508	-31,407	-30,343	-30,430	-32,649	-27,444	-29,552
Less Markeling Fee	0	0	0	0	0	0	0	0	0	0	0	0	0
Addback int security deposits 12,785												-12,820	12,785
Total Operating Expenses	996,062-	-621,263	-528,479	-657,448	-542,305	-543,421	-519,889	-582,599	-525,376	-525,179	-556,696	495,946	.510,249
Revenues Net of Operating Expenses	621,081	499,088	689,379	451,018	656,546	617,582	583,316	453,264	495,276	491,169	446,537	501,083	483,118
Ledger Reduction for Period													
Accretion for Period													
Adustment for Actual Accretion in May (\$28,806 vs. \$23,699)													
Adjustment for Actual Accretion in June (\$23,699 vs. \$19,847)													
Adjustment to Recordle Posessory Interest thru June 2008	_												
Developer Fea (fea based on Amendment 2)													
Allowable Construction Costs													
Total Expenses for Construction and Ledger Account Activities	_												
Revenues Remaining for Distribution in Percentage Rent	621,081	499,038	589,379	451,016	665,546	517,882	683,316	453,264	495,276	491,169	446,637	501.083	483.118
TIDA Share of Revenues (Parcentage Rent)	-495,027	-474,134	-559,910	-428,485	-537,289	-491,988	-554,150	-430,592	-470,512	-466,610	-424,305	-476.029	458,962
JSCo Share of Revenues (Percentage Rent)	-26,054	-24.954	-29,489	-22.551	-28,277	-25,894	-29,168	-22,663	-24,754	-24,556	-22,332	-25,054	-24,156
Yolal Percentage Rent Disbursed	-521,081	-499,088	-589,379	-451,016	-585,548	-517,882	-583,318	453,255	-495,276	-491,168	-446,637	-501,003	-483,116
Ending Balance Gross Revenues	0	G	c	G	c	e	•	c	c	c	c		•

		MARCH				YEAR TO DA	21	
	Actual	Budget	Variance	% Variance	Actual	Budget		% Variance
Total Revenue	993,367	938,883	54,484	2.80%	2,993,731	2,816,649	177,082	6.29%
Marketing	6,444	5,236	1,208	23.07%	45,800	15,708	30,092	191.57%
Administrative	68,295	78,584	(10,289)	-13.09%	196,508	235,752	(39,244)	-16.65%
Utilities	129,907	134,935	(5,028)	-3.73%	(392,753)	404,805	(797,558)	-197.02%
O&M	155,975	147,200	8,775	2.96%	448,174	441,600	6,574	1.49%
Tax Ins (inc. community room and finance exp)	(71)	33,855	(33,872)	-100.05%	111,025	101,565	9,460	9.31%
Rent	46,636	47,160	(524)	-1.11%	139,907	141,480	(1,573)	-1.11%
Reserves	11,560	11,560	,	0.00%	34,680	34,680	· ·	0.00%
Replacement (excl. anticipated draw)	104,236	62,500	41,736	66.78%	223,941	187,500	36,441	19.44%
Total Expenses	523,034	521,030	2,004	0.38%	807,281	1,563,090	(755,809)	-48.35%
Prior Period Adjustments	(12,785)				(12,785)			
Available for Distribution	483,118	417,853	65,265	15.62%	2,199,235	1,253,559	945,676	75.44%
Available for Distribution	483,118	417,853	65,265	15.62%	2,199,235	1,253,559	945,676	75.44%
TIDA	458,962	396,960	62,002	15.62%	2,089,273	1,190,881	898,392	75.44%
JSCo	24,156	20,893	3,262	15.61%	109,962	62,678	47,283	75.44%





# MEMORANDUM



Treasure Island Development Authority City of San Francisco

410 Palm Avenue Building 1, 2nd Floor San Francisco, CA 94130

Date: April 7, 2010

Base Rent Adjustment for the April 2010 to March 2011 period RE:





Per the Sublease, Development, Marketing and Property Management Agreement between the Treasure Island Development Authority and the John Stewart Company, the base Rent for the Sublease must be adjusted using a "CPI Adjustment" (Section 15.2). The agreement specifies that the adjustment will use the CPI for Urban and Wage Earners and Clerical Workers published most immediately preceding the Adjustment Date and compare this to the Index published most immediately preceding the prior Lease Year

The CPI for the San Francisco-Oakland-San Jose area risk attached (from the United State Department of abor, Bureau of Labor Statistics).

Based on the underlying sublease agreement language, the underlying \$500,000 base rent is inflated by CPI increase between 2003 and 2010. The Base Rent for 2010-11 is therefore adjusted as follows:

(\$500,000 X (222,049/193.7)) = \$573,178 annually (\$47,764.83 monthly)

The Adjusted Base Rent payments as prescribed under the sublease will be adjusted to \$47,764.83 monthly for the April 2010 to March 2011 period.

Sincerely.

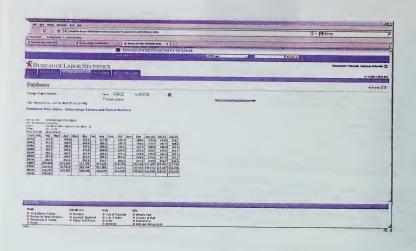
Michael Smith-Heimer

Attachments

Cc: John Stewart, JSCo Connie Le. JSCo Lynny Lee, JSCo

Ned York, JSCo

Loren Sanborn, JSCo Paula Schlunegger, JSCo Jack Gardner, JSCo









Treasure Island /Yerba Buena Island Citizens Advisory Board Meeting Agenda

> Tuesday, May 4, 2010 6:00-8:00 PM

San Francisco City Hall, Room 305 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102

For further information about the meeting please contact Janell Stoney at (415) 554-6680

I.	Roll Call
II.	Approval of April 6, 2010 CAB Minutes (Action Item)
Ш.	TIDA Staff Updates (15 min) (Information Item):  a) Treasure Island Development Authority Board - April 7, 2010 meeting b) Legislative c) Development Schedule d) Naval Negotiations e) Bay Bridge f) Job Corps g) Island Clean-Up
IV.	Feedback on Draft Design for Development (45 min) (Discussion Item)
V.	Ferry Terminal Conceptual Design Presentation by SOM and Moffatt and Nichol (30 min) (Discussion Item)
VI.	Future Agenda Items (Action Item)
VII.	Announcements from Board members (Action Item)
VIII.	Public Comments (15 min)
IX.	Adjourn

#### MEETING AGENDAS AVAILABLE ON E-MAIL

If you would like to receive TICAB meeting agendas by e-mail, please send your name and e-mail address to TICAB@sfgov.org.

# Disability Access

The Treasure/Yerba Buena Island Citizen Advisory Board meets on Treasure Island in Building 442, City Hall, 1 Dr. Carlton Goodlett Place or at the San Francisco Redevelopment Agency. All buildings are accessible to persons using wheelchairs, and others with disabilities. For American Sign Language interpreters or use of a reader during a meeting, a sound enhancement system, and/or alternative formats of the agenda and minutes, please telephone 554-6789 or 274-0660 at least 48 hours before a meeting.

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help the City accommodate these individuals.

The ringing of and use of cell phones, pagers, and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing devices.

The closest accessible BART is Civic Center, three blocks from the City Hall at the intersection of Market, Grove and Hyde Streets. Accessible MUNI lines serving this location are: #42 Downtown Loop, 9 San Bruno and the #71 Haight/Noriega. Accessible Muni Metro lines are J, K, L, M and N stopping at the Muni Metro Civic Center Station at Market and Van Ness. For more information about MUNI accessible services, call 923-6142. Accessible curbside parking is available on Grove Street.

#### Treasure Island Website

Check out the Treasure Island website at <a href="https://www.sfgov.org/treasureisland">www.sfgov.org/treasureisland</a> to find out about activities and facilities on Treasure Island, special events venues for rent, or to review the Treasure Island Development Authority's agendas and minutes.

#### Lobbvist Ordinance

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance [SF Campaign and Governmental Code 2.100] to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the Ethics Commission at 30 Van Ness Avenue, Suite 3900, San Francisco, CA 94102, telephone (415) 581-2307, fax (415) 581-2317 and web site http://www.sfgov.org/ethics/

# Know Your Rights Under the Sunshine Ordinance

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. The Sunshine Ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review.

For more information on your rights under the Sunshine Ordinance [Chapter 67 of the San Francisco Administrative Code] or to report a violation of the ordinance, contact Donna Hall by mail at Sunshine Ordinance Task Force at City Hall, Room 409, 1 Carlton B. Goodlett Place, San Francisco, CA 94102-4683. The Task Force's telephone and fax numbers are (415) 554-7724 and (415) 554-5163 (fax) or by email at Donna Hall@sfgov.org. Copies of the Sunshine Ordinance can be obtained from the Clerk of the Sunshine Task Force, the San Francisco Public Library and on the City's website at <a href="https://www.sfgov.org/bdsupyrs/sunshine/ordinance">www.sfgov.org/bdsupyrs/sunshine/ordinance</a>.







# NOTICE OF PROPOSED PLAN AND PUBLIC COMMENT PERIOD

# Proposal of No Action for Site 28, West Side On-Off Ramps Naval Station Treasure Island. California



The U.S. Navy, in coordination with state and federal environmental regulatory agencies, encourages the public to comment on the Proposed Plan for no action for the West Side On-Off Ramps, which is identified as Site 28 at the former Naval Station Treasure Island in San Francisco. California.

Site 28 (which includes a portion of the West Side On-Off Ramps to and from the San Francisco-Oakland Bay Bridge [SFOBB]), is located in the western portion of Yerba Buena Island. Other than the roads running through Site 28, most of Site 28 is steeply sloped towards the southwest and the Bay, is undeveloped and is densely vegetated with trees and brush. Site 28 is designated for a future use as shorelline open space, and falls within lands that will be subject to the State of California's Tidelands Trust, which limits the potential uses of the land.

# PUBLIC COMMENT PERIOD

The Navy invites interested members of the public to review and comment on the Proposed Plan during the 30-day public comment period from April 29th to May 29th, 2010. Public comments must be submitted in writing and postmarked or e-mailed no later than May 29th, 2010, or attend the public meeting on May 12th, 2010. Please send all comments to: Mr. James B. Sullivan, BRAC PMO West, 1455 Frazee Road, Suite 900, San Diego, California 32108-4310, <u>James b. sullivan2@navv.mil</u>, (619) 532-0866.

# PUBLIC MEETING

The Navy will host a public meeting to discuss the Proposed Plan and accept verbal and written public comments.

Date: Wednesday, May 12, 2010 Time: 6:30 p.m. to 7:30 p.m.

Location: Casa de la Vista, Building 271, Treasure Island, San Francisco, California

#### FOR MORE INFORMATION

The Proposed Plan is available on the Navy Base Realignment and Closure Program Management Office website, <a href="https://www.bracomo.navv.mil">www.bracomo.navv.mil</a>. Other site documents including the Remedial Investigation Report are available for review at:

San Francisco Public Library 100 Larkin Street (at Grove) San Francisco, CA 94102-4733 (415) 557-4400 Treasure Island Information Repository 410 Palm Avenue, Building 1, Room 161 Treasure Island, San Francisco, CA 94130-1806 (415) 743-4729

For further information, please contact Mr. James B. Sullivan, BRAC Environmental Coordinator, at (619) 532-0966, or email to: <a href="mailto:james.b.sullivan2@navy.mil">james.b.sullivan2@navy.mil</a>.



# Proposed Plan for Site 28, West Side On-Off Ramps Naval Station Treasure Island

# INTRODUCTION

The U.S. Department of the Navy (Navy) is responsible for planning and implementing cleanup actions to remediate contamination which may have resulted from historical operations at Naval Station Treasure Island (NAVSTA TI) (Figure 1). Under the Installation Restoration (IR) Program, the Navy conducted environmental investigations at Site 28, which includes a portion of the West Side On-Off Ramps, at NAVSTA TI (see Figure 2 on page 2). The investigations were conducted in cooperation with the California Environmental Protection Agency (Cal/EPA) Department of Toxic Substances Control (DTSC), the Cal/EPA Regional Water Quality Control Board (Regional Water Board), the U.S. Environmental Protection Agency (USEPA), and the Treasure Island Development Authority (TIDA).

In this Proposed Plan, the Navy proposes that no environmental cleanup action be taken at Site 28. This no-action plan is proposed because the human health and ecological risk assessment report evaluated during the remedial investigation (RI) concluded that the low chemical concentrations detected do not pose unacceptable risks to human health or the environment based on exposure pathways to potential receptors under current and future hypothetical land use scenarios. his Proposed Plan explains further why the Navy is proposing no action. This Proposed Plan meets the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and the California Health and Safety Code (HSC) Chapter 6.8.

"Glossary of Terms" is located at the end of this document to assist the reader in understanding terms used in this Proposed Plan. Specialized or technical terms are highlighted in bold the first time they appear and are defined in the Glossary.

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#### INVITATION TO COMMENT

Public participation is a critical part of the CERCLA process. As such, the Navy encourages you to express your opinion of the presented no action alternative for Site 28 by providing written or oral comments on this Proposed Plan. You are invited to attend a public meeting scheduled on May 12, 2010, at 6:30 p.m. at the Casa de la Vista, Building 271 on Treasure Island (TI) to discuss this Proposed Plan. You are encouraged to review the Final RI Report for more background and detailed technical information. The Final RI Report is available for public review at the San Francisco Public Library information repository and at the Treasure Island Building 1 information repository at the following addresses:

San Francisco Public Library 100 Larkin Street (at Grove) San Francisco, CA 94102-4733

Treasure Island Information Repository 410 Palm Avenue, Building 1, Room 161 Treasure Island, San Francisco, CA 94130-1806

The Navy has established a 30-day public comment period, during which time interested and concerned neighbors, community members, and other interested parties may express their views and opinions on the conclusions and recommendations in this Proposed Plan. The 30-day public comment period will begin April 29, 2010 and end May 29, 2010.



Figure 1: Site Location Map



# SITE BACKGROUND

TI is located in the central San Francisco Bay region, just north of the San Francisco-Oakland Bay Bridge (SFOBB), and within the City and County of San Francisco the City). TI was built in 1936 and 1937 on the Yerba Buena Shoals, a sand spit extending from the northwest point of Yerba Buena Island (YBI) (Figure I). It was used initially for the Golden Gate International Exposition in 1939. In 1941, TI was leased to the Navy, which operated the facility for various activities including the Naval Technical Training Center; waterfront facilities; troop and family housing; personnel support; a Navy brig; and a Navy and Marine Corps Museum until the closure of NAVSTA TI in 1997. The Navy gained tilte to TI in 1943. In 1993, the Defense Base Realignment and Closure (BRAC) commission recommended closure of NAVSTA TI; the facility was subsequently closed on September 30, 1997.

Site 28 (which includes a portion of the West Side On-Off Ramps to and from BFOBB), is located in the western portion of YBI and is bounded to the west and southwest by the Bay; to the east and southeast by Site 29, and to the north by vacant land (Figure 2). Other than the roads running through Site 28, most of the site is steeply sloped to the southwest, toward the Bay, and densely vegetated with trees and brush.



Figure 2: Site 28 - West Side On-Off Ramps

The Navy owned the property beneath the SFOBB until 2001, when the Federal Highway Administration transferred the bridge right-of-way from the Navy to the California Department of Transportation (Caltrans). The transfer did not include the West Side On-Off Ramps at Site 28, which remain Navy property. At Site 28, the soil beneath and surrounding the on- and off-ramps and the area beneath the main SFOBB structure is subject to contamination by lead and other metals as a result of vehicle emissions and bridge

painting and maintenance. As described below, RI activities were conducted by the Navy to evaluate this possibility. A boundary adjustment was made in 2005 so that all lands deeded to Caltrans in Sites 28 and 29 were included within Site 29. The West Side On-Off Ramps were not part of the boundary adjustment and remain part of Site 28 (Figure 2). According to the Draft NAVSTA TI Reuse Plan dated 1996, Site 28 is designated for a future use as shoreline open space. Site 28 falls within lands that will be subject to the Tidelands

# SITE CHARACTERIZATION

This section summarizes the three investigational activities previously preformed at Site 28: the Health and Safety Sampling Investigation, the RI, and the validation study.

Trust, which limits the potential uses of the land.

The geologic setting of YBI, a natural island of approximately 147 acres, consists of four geologic units: (1) landslide debris, (2) artificial fill, (3) colluvium and eolian sands, and (4) Franciscan Assemblage. Based on site observations, sandy soil at Site 28 generally appears to be a mix of Franciscan-derived colluvium and small amounts of marine sand. Some mixing of the soil may have occurred as a result of natural landsliding or road and highway construction. Site 28 is partially underlain by shales and sandstones of the Franciscan Assemblage.

Soil samples were collected at Site 28 to a depth of 1.75 feet below ground surface (bgs). Based on information acquired from the adjacent Site 29, groundwater at this steeply sloped site is expected to occur at a depth greater than 10 feet bgs. The sheep ground surface at this site limits the amount of infiltration and recharge to groundwater following precipitation events. Moreover, the selected chemicals exceeding comparison criteria in soil (see discussion below) at the site have low solubilities and are relatively immobile under ambient conditions; therefore, they are not expected to pose an unacceptable risk to groundwater quality. Additionally, groundwater is not a current or potential future drinking-water source at Site 28; therefore, groundwater exposure pathways were not further evaluated at the site.

# Health and Safety Soil Sampling Investigation

In 1992, the Navy conducted a soil investigation of what is now Site 28. The 1992 investigation was conducted in connection with a desire to understand potential health and safety concerns for workers performing seismic improvements to the on- and off-ramps in areas possibly containing elevated concentrations of metals in airborne dust. Thirty-seven shallow soil samples were collected and submitted for laboratory analysis for lead and zinc. Lead and zinc were detected in all 37 of the soil samples collected from the area near the West Side On-Off Ramps, at levels indicating the presence of these metals above ambient concentrations; therefore, it was determined that an additional investigation was warranted.

It should be noted that the 1992 investigation was not designed to provide data of sufficient quality to support a Hu-

an Health Risk Assessment (HHRA). The data were pretramably collected to support the worker health and safety program of the contractor working on the SFOBB at this time; paint debris and paint chip-impacted surface soil were likely sampled as part of that program. Moreover, the Navy has been unable to locate a copy of the original report to verify sample locations, collection methods, and analytical methods. These data were not appropriate for use in the HHRA for the following reasons:

- Laboratory and data validation reports, and specifics regarding data quality procedures for these samples are not known nor available
- Most likely, paint chip debris from under the bridge was selectively sampled for health and safety purposes rather than soil data normally used in risk assessments
- The location of the 1992 samples have since been paved for erosion control, thereby eliminating the potential exposure pathway
- The 1995 RI data were collected outside of the immediate footprint of the roadway in an area that is currently vegetated and is largely characterized by a very steep ground surface. These data were considered to more accurately represent site soil conditions across the property.

# Remedial Investigation

he primary objective of the RI conducted in 1995 was to determine whether soil was contamination in the soil, and to determine whether soil was contaminated as a result of Navy activities associated with maintenance of the West Side On-Off Ramps. Twenty-three samples were collected from the seventeen sampling locations selected for shallow soil sampling, and the samples were submitted to an off-site laboratory for analysis of metals. PRC concluded that lead was the only mental consistently detected in the RI samples. Zinc was also detected consistently in samples collected during the Health and Safety Soil Sampling Investigation; however, as stated previously, the Navy has been unable to locate a copy of the original report to verify sample locations, collection methods, and analysis methods.

# Final Validation Study for Installation Restoration Sites 8, 11, 28, and 29

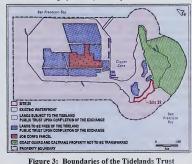
In 2001, the Navy conducted a study to validate the results of the Screening Level Ecological Risk Assessment (SLERA) performed in 1997 as part of the RI. Specifically, the validation study was conducted to confirm SLERA results for the American peregrine falcon. The results of the validation study indicated that chemicals of potential ecological concern (COPEC) at Sites 8, 11, 28, and 29 did not pose an unacceptable risk to the peregrine falcon.

#### **Fidelands Trust**

TI was built by depositing dredge material on the tidelands and shoals to the north of YBI. The Tidelands Trust is overseen by the California State Lands Commission and administered by the State Legislature. The trust applies to TI, and it imposes the following restrictions on the development of TI:

- Land uses are limited to Trust purposes. Residential and non-maritime uses are prohibited;
- · Sale of Trust lands to private entities is prohibited; and
- Revenues generated from Trust uses must be expended for Trust purposes.

The TI Public Trust Act of 2004 proposed an exchange of lands under which, post-transfer, non-Trust lands on YBI would be brought into the Trust, and Trust lands on TI would be released from the Trust. This type of exchange is allowed under the Tidelands Trust. Upon inclusion in the Tidelands Trust, Site 28 in its entirety (Figure 3) will be limited to uses which may intermittently attract people to the waterfront, promote public recreation, protect habitat, or preserve open space; however, as previously stated, residential and non-maritime uses are prohibited by the Tidelands Trust. Moreover, access and use of Site 28 is expect to be limited, considering the hillside topography and proximity to the SFOBB. The ground surface across Site 28 is too steep to allow (residential/commercial) redevelopment activities. The steeply sloped ground surface also largely prohibits safe and practical access for a recreational user. Therefore, residential and commercial development and recreational use of Site 28 are considered highly unlikely and impractical.



SUMMARY OF SITE RISK ASSESSMENTS

The Navy conducted baseline human health and ecological risk assessments as part of the RI at Site 28. The risk assessments were completed using surface soil data collected for metals analysis in the 1995 RI. The HHRA calculated risks for lead, antimony, and thallium. The HHRA evaluated potential health risks to a hypothetical future commercial/industrial worker, construction worker, resident, and recreational visitor. The human-health risk calculations indicate that potential health risks associated with antimony and thallium are within the acceptable range. The results of the HHRA in-

dicate that lead levels in soil may present unacceptable risks to hypothetical future residents, but potential risks from lead in soil to hypothetical future commercial/industrial receptors, future construction/maintenance workers, and potential future adult and child recreational visitors are below the threshold. Since current site usage is limited to intermittent construction/maintenance workers, and since the site does not lead itself to future redevelopment (either residential or commercial/industrial) and/or daily recreational activities, the observed levels of lead in soils at the site do not pose an unacceptable risk to human health. Similarly, the ecological risk assessment conducted as part of the RI concluded that Site 28 risks to ecological receptors, including the peregrine falcon, are below the threshold.

Based on the findings of the risk assessments and the planned future land use and restrictions as a result of the Tidelands Trust, the Navy, DTSC, USEPS, and Regional Water Board agree that no action is necessary at Site 28. More detailed summaries of the human health and ecological risk assessments follows.

# Human Health Risk Assessment

In performing the HHRA as part of the Site 28 RI, the Navy calculated both cancer risks and noncancer hazard indices (HI) for an array of current and hypothetical future exposure scenarios. The exposure scenarios included potential risks to construction workers (i.e., exposure under current land use), and these hypothetical receptors: commercial/industrial workers, future residents, and recreational site visitors. Although future development of the site for residential or industrial use is impractical and not planned, evaluation of these scenarios provides alternative risk estimates for unrestricted reuse of the site and supports risk management decisions for the site.

Risks were estimated for chemicals related to former Site 28 operations, referred to as "site-related risks." For comparison purposes and to satisfy regulator requirements, "total risks" were also calculated for all chemicals present at the site, including chemicals below background levels.

Chemicals of potential concern (COPC) were identified using two methods: Method 1 satisfies the Navy and Federal Requirements, and Method 2 satisfies state requirements. Using Method 1, only one site-related COPC was identified: lead in soil. Using Method 2, site-related COPCs are lead, antimony, and thallium in soil.

Health impacts associated with lead were evaluated using DTSC's LeadSpread model, wherein potential blood-lead levels in human receptors are estimated based in part on potential exposure to lead in site soils. The estimated blood-lead level is then compared to the blood-lead level of concern in order to determine the potential significance for health impacts associated with lead.

Since antimony and thallium are considered noncarcinogenic by the USEPA, potential health risks associated with these metals were estimated in the RI based on the calculation of the noncancer HI. The HI is a determination of a constituents overall noncarcinogenic toxicity. The HHRA also includedestimation of cancer risks for carcinogenic chemicals, however, these chemicals were not related to known activities at the site and hence cancer risks were only estimated as part of the "total risk" calculations.

The HHRA calculated cancer and/or noncancer health effects associated with each chemical and potential complete exposure pathway within the "site-related risks" and "total Risks" calculations. Cancer and noncancer effects were then summed across exposure pathways for each potential receptor. Lead was not included in this cumulative risk characterization because potential health effects from lead were evaluated using DTSC methodology that calculated blood-lead levels in potentially exposed populations.

The Navy characterized cancer risks associated with exposure to contaminants classified as carcinogens as an estimate of the probability (excess risk) that an individual will develop cancer over a 70-year lifetime as a direct result of exposure to those potential carcinogens. For example, a cancer risk of  $1 \times 10^{-6}$  indicates that an individual has a "one in one million" probability of developing cancer during a 70-year lifetime as a result of the assumed exposure conditions.

For known or suspected carcinogens ("total risk" calculation only), where cumulative carcinogenic risk to an individual is less than 1 x 10<sup>-6</sup>, action generally is not warranted unless there are adverse environmental impacts. Conversely, carcinogenic risks in excess of 1 x 10-4 may warrant corrective action. Correspondingly, the risk range between 1 x 10-4 and 1 x 10<sup>-6</sup> is often referred to as "risk management range." A risk estimated within this risk management range may be considered minimal if justified based on site-specific conditions (OSWER Directive 9355.0-30), Based on the HHRA presented in the Site 28 RI, the "total risk" at Site 28 for all exposure scenarios was found to be within the risk management range, peaking at 5 x 10<sup>-6</sup> (hypothetical residential exposure scenario). As previously indicated, the "site-related risks" did not yield a cancer risk due to the noncarcinogenic nature of antimony and thallium.

For noncarcinogenic chemicals, an HI value of 1.0 or less indicates that adverse noncancer human health effects are not expected to occur. However, a total HI exceeding 1.0 does not necessarily mean that adverse effects are "expected to occur" or are "significant." If the total HI is greater than 1.0, a segregated analysis of the HI's for each specific biological organ (or target organ) is then performed to determine whether the noncancer health risks of chemicals to different target organs are possible. Based on the HHRA presented in the Site 28 RI, the noncancer HI's for the siterelated chemicals were well below 1.0 for all exposure scenarios evaluated. Noncancer HI's for the "total risk" calculations were below 1.0 for both hypothetical commercial/ industrial and construction worker exposure scenarios, and equaled 1.0 for the hypothetical resident exposure scenario. While lead is considered a class B-2 carcinogen (with suffi-

ent evidence in animals and inadequate evidence in hunans), its health effects are typically evaluated through estimation of blood-lead levels based on DTSC's LeadSpread computer-based model. These estimates are then compared to the blood-lead level of concern, which has been defined as 10 micrograms per deciliter of blood (µg/dL). The HHRA presented in the Site 28 RI estimated potential blood-lead leavels for human exposure at four exposure areas at Site 28. estimated blood-lead levels were well below the blood-lead level of concern of 10 µg/dL for hypothetical adult residents, hypothetical commercial/industrial workers, construction workers, and potential recreational visitors to the site. Estimated bloodlead levels exceeded 10 µg/dL for hypothetical child residents, but were below µg/dL for child recreational visitors to the site. Commercial and residential development is not planned for Site 28.

As previously indicated, exposure to groundwater was not evaluated as part of the HHRRA. Generally, groundwater at YBI is estimated to occur at 10 feet bgs and does not meet the minimum yield requirements for the beneficial use of groundwater as specified by the Regional Water Board, and is therefore not a potential drinking-water resource. Combined with the nonvolatile nature of the COPCs at Site 28, this precludes both indirect and direct contact with groundwater for receptors via drinking water or other municipal use.

ased on the HHRA results and the Tidelands Trust restrictions on future use of Site 28, potential health impacts to current and potential future site occupants are considered minimal.

#### Ecological Risk Assessment

The ecological risk assessment (ERA) for Site 28 was finalized in 2001 with the completion of the validation study for Sites 8, 11, 28, and 29 at YBI. The ERA was completed in three phases. In the first phase of the ERA, the problem formulation was developed based on existing data, biotic surveys, and fate and transport analysis. This information helped form the basis for the ecological portion of the conceptual site model and helped focus additional work necessary to complete the SLERA under Phase II. Based on the information presented in the Phase I report, all IR sites at YBI were recommended for further evaluation in a SLERA.

In the second phase of the ERA, a SLERA was conducted for Sites 8, 11, 28, and 29 that focused on three representative species: the deer mouse (*Peromyscus maniculatus*), American kestrel (*Falco sparverius*), and American peregrine falcon (*Falco peregrinus anatum*). The deer mouse and American kestrel were selected to represent small mammals and raptors, respectively; the peregrine falcon was selected because it is a state-listed endangered species, and two pairs are known to lest on the SFOBB. Potential risks posed by ingestion of CO-PECs in prey and soil were assessed using a food-chain model (FCM) and an exposure-dose and -effect model.

The results of the FCM conducted in the Phase II ERA indicated potential risk to peregrine falcons under conservative exposure and effects conditions at Sites 8, 11, 28, and 29. To further evaluate potential risk to the peregrine falcon, a validation study using site-collected bird tissue data was recommended. The FCM conducted in the Phase II ERA also indicated possible risk to small mammals from the concentations of chemicals at the sites; however, based on the small total area of the sites, the disturbed nature of the sites, and continuing disturbance of the sites, the Navy and regulatory agencies agreed that further evaluation of small mammals was not necessary.

The final phase of the ERA and the validation study, was finalized in December 2001. The conclusion of the validation study was that Sites 8, 11, 28, and 29 posed minimal risk to peregrine falcons. Because the ERA for Site 28 was finalized prior to completion of the RI, the RI report did not re-evaluate the ecological risk, but provided a summary of the ERA conducted at Site 28. Per DTSC's request, this summary included recalculation of exposure point concentrations (EPC), to include data collected since completion of the ERA. Recalculated EPCs were evaluated to ensure that the overall conclusions of the ERA had not changed. A comparison of the EPCs used in the Phase II ERA and validation study versus the EPCs calculated in 2005 as part of the RI was performed as part of the RI report. The results of the comparison show that, overall, EPCs have decreased. Therefore, the Site 28 RI Report recommended no further investigation or action for ecological receptors at Site 28.

# DESCRIPTION OF THE NO-ACTION PROPOSED PLAN

Under CERCLA, the no-action option is appropriate for sites when there is no current or potential threat to human health or the environment. The 2009 Final RI Report made the following conclusions and recommendations:

- The site's steep, rocky slopes, and location make future development or recreational access unlikely, thus eliminating potential exposure using the industrial or residential development scenarios.
- No cancer risks exist for site-related chemicals, and HI's are below 1.0 for the most conservative exposure scenario.
- Blood-lead levels as modeled for adult residents are below the benchmark established by the DTSC; however, exceedances are found for child residents.
- Blood-lead levels as modeled for hypothetical recreational receptors are well below the benchmark established by the DTSC.
- Impending inclusion of this site in the Tidelands Trust would further limit any future development of this site.

Based on these conclusions, no action is recommended for Site 28.

# MULTI-AGENCY ENVIRONMENTAL TEAM SUP-PORTIVE STATEMENT

The Base Realignment and Closure Cleanup Team (BCT) is

composed of the Navy, USEPA, Cal/EPA DTSC, and the Regional Water Board. The primary goals of the BCT are to protect human health and the environment, coordinate environmental investigations, and expedite the environmental cleanup at NAVSTA TI. The BCT reviewed all major documents and activities associated with Site 28, including the RI Report. Based on these reviews and discussions on key documents, the BCT supports the Navy's recommendation for no action at Site 28.

# THE NEXT STEP FOR SITE 28

The 30-day public comment period will begin April 29, 2010 and end May 29, 2010. After the comment period has ended, the Navy will consider the comments received on this Proposed Plan before making a final decision for Site 28, the Navy's decision will be recorded as a Record of Decision (ROD), which will include all of the public comments received on this Proposed Plan, as well as the Navy's responses to those comments. A public notice will be placed in the San Francisco Examiner announcing when the ROD is available to the public in the San Francisco Public Library information repository.

#### INFORMATION REPOSITORIES

The Proposed Plan and other Site 28 related documents are available at:

San Francisco Public Library 100 Larkin Street (at Grove) San Francisco, CA 94102-4733 (415) 557-4400

Treasure Island Information Repository 410 Palm Avenue, Building 1, Room 161 Treasure Island, San Francisco, CA 94130-1806 (415) 743-4729

#### OPPORTUNITIES FOR COMMUNITY INVOLVEMENT

Public Meeting: May 12, 2010, 6:30-7:30 p.m. Location: Casa de la Vista, Building 271, Treasure Island

You are invited to this community meeting to discuss the information presented in this Proposed Plan for Site 28. Navy representatives will provide visual displays and information on the environmental investigations conducted for Site 28. You will have an opportunity to ask questions and formally comment on the Navy's no action proposal for Site 28, as presented in this Proposed Plan.

# Public Comment Period Occurs from April 29, 2010 through May 29, 2010

We encourage you to comment on this Proposed Plan during the 30-day public comment period. Comments may be submitted orally or in writing at the public meeting, or you may mail written comments postmarked no later than May 29, 2010. to:

Mr. James Sullivan BRAC Environmental Coordinator Navy BRAC Program Management Office West 1455 Frazee Road, Suite 900 San Diego, California 92108-4310

or via e-mail to (<a href="mailto:mac@navy.mi">mi</a>) no later than May 29, 2010. Public comments received during this period, or in person at the public meeting on May 12, 2010, will be considered in the final decision-making process for Site 28.

# GLOSSARY OF TERMS

Specialized terms used in this Proposed Plan are defined below:

Chemicals of Potential Ecological Concern (COPEC): chemicals selected to help calculate site risks to the environment based on their toxicity, mobility, and concentration.

Chemicals of Potential Concern (COPC): chemicals selected to help calculate site risks to human health based on their toxicity, mobility, and concentration.

Colluvium: loose sediment.

Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA): the law which established 1) a program to identify hazardous waste sites and 2) procedures to clean up sites to be protective of human health and the environment.

Conceptual Site Model: to portray a site's characteristics such as geology and hydrogeology in order to understand how a site functions so it may be used to assist in decision making.

Ecological Receptor: any ecological organism which may be exposed to site contaminants.

Ecological Risk Assessment (ERA): an evaluation of the likelihood that plants or animals exposed to contaminants from a site would suffer harm.

Exposure Pathway: the way in which a chemical comes into contact with a living organism, such as touching, breathing, or ingesting.

Exposure Point Concentration (EPC): concentration of a chemical at the point at which the receptor is exposed to the

Fate and Transport: A description of how chemicals can migrate and change in concentration over time and distance along the path of travel.

Hazard Index (HI): a summation of the hazard quotients for all chemicals to which an individual is exposed. (The hazard quotient is the ratio of estimated site-specific exposure to a single chemical from a site over a specified period to the estimated daily exposure level, at which no adverse health effects are likely to occur. The value is used to evaluate the potential for noncancer health effects, such as organ damage, from chemical exposure.)

Human Health Risk Assessment (HHRA): an analysis of the potential negative human health effects caused by hazardous substances released from or present at a site.

Installation Restoration (IR) Program: a U.S. Department of Defense (DoD) program developed to identify, assess, characterize, and clean up or control contamination from past hazardous waste-disposal operations and hazardous materials spills at DoD facilities.

Receptor: any organism (human or ecological) which may be exposed to site contaminants.

Record of Decision (ROD): a document containing the final decision and agreement among the installation, State of California, and USEPA concerning selection of the remedial action(s) at a site. The ROD is based on information from the RI and public comments and concerns.

Remedial Investigation (RI): an investigation in which the types, amounts, and locations of contamination at a site are identified.

Risk Management Range: an established range used by risk managers to determine whether further action is needed to reduce risk to human health or the environment.

Screening Level Ecological Risk Assessment (SLERA): a preliminary ecological risk assessment tool used to evaluate the likelihood that some, more prevalent receptors exposed to a site's contaminants would suffer harm.

Target Organ: the biological organ(s) most adversely affected by exposure to a chemical substance.

Tidelands Trust: the public trust overseen by the California State Lands Commission and administered by the State Legis-lature, which imposes land use controls or restrictions upon the development of Treasure Island. Residential, industrial, and non-maritime uses are generally prohibited.

Unacceptable Risk: a quantification of potential harm to humans, animals, or plants from exposure to contaminants at elevated levels. An unacceptable risk means there is a potential for deleterious effects, and action may be warranted.

# FOR MORE INFORMATION

For more information on the environmental program at TI and the Proposed Plan, please contact the following:

# Navy Contact

Mr. James Sullivan
BRAC Environmental Coordinator
Navy BRAC Program Management Office West
1455 Frazee Road, Suite 900
San Diego, CA 92108-4310
(619) 532-0966
james, b. sullivan2@navy.mil

#### DTSC Contact

Ms. Remedios Sunga Project Manager, DTSC 700 Heinz Avenue Berkeley, CA 94710 (510) 540-3840 RSunga@dtsc.ca.gov

# Water Board Contact

Mr. Ross Steenson Project Manager Water Board 1515 Clay Street, Suite 1400 Oakland, CA 94612 (510) 622-2445 rsteenson@waterboards.ca.gov

# WHERE TO SUBMIT COMMENTS

In addition to the public meeting, you may submit your comments on the Proposed Plan via email or mail to the Navy contact person identified above.

# DATES TO REMEMBER

May 12, 2010 6:30-7:30 p.m.

Public meeting for comments on the Proposed Plan.

All comments must be postmarked by May 29, 2010 for consideration.

USE THIS SPACE TO WRITE YOUR COMMENTS						
OMMENTS:						

# MAILING COUPON

If you would like to be added to the Naval Station Treasure Island mailing list and receive copies of future newsletters and fact sheets, please fill out the coupon below and mail it to:

Mr. James Sullivan BRAC Environmental Coordinator Navy BRAC Program Management Office West 1455 Frazee Road, Suite 900 San Diego, CA 92108-4310

Name:	
Address:	
City:	
State: Zip:	
ADD MY NAME TO THE MAILIN	G LIST   Delete my name from the mailing list
Fold Here	



# SAN FRANCISCO PUBLIC UTILITIES COMMISSION

1065 13th St., Treasure Island, San Francisco, CA 94130 • Tel. (415) 274-0333 • Fax (415) 274-0691



# NOTICE OF PLANNED ELECTRIC SERVICE INTERRUPTION

PUC will be installing new equipment in your area. This will help us ensure reliable service to our customers. In order to safely perform the work, we will be temporarily interrupting your electric service. Although we will do our best to minimize the length of the service interruption, please be prepared to be without service on the following date (weather permitting) and for the estimated time indicated:

Date: April 19, 2010 Time: 9:00am to 1:00pm

AFFECTED SERVICE AREAS:

1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245 Northpoint Dr.

It is important to note the following:

- If you are a landlord with tenant(s) in the area mentioned above and the SFPUC bill is in your name, it is your responsibility to notify the tenant(s) of the planned service interruption.
- Unsafe weather conditions or an unforeseen emergency will force us to cancel the work at
  the last minute, and we will be unable to notify you of the cancellation. However, we will
  notify you of the rescheduled date and time.
- SAFETY WARNING: If you plan to use a generator during the service interruption, you
  must isolate your generator from SFPUC system. Failure to do so will not only damage your
  generator, but can cause serious injury to our electric crew personnel. If you plan to use a
  generator, please contact our Planned Outage Coordinator at the number below.

Here are a few recommendations to help minimize any inconvenience to you:

- If you rely on life support devices you may want to consider the following:
  - > Obtain small portable oxygen tanks that can be used as back-up
  - > Find alternate lodging at a location not affected by the interruption
- Computers and other electronic equipment are particularly sensitive to power interruption. We recommend unplugging this equipment before the shutdown period.
- Security systems, clocks, irrigation timers, and similar equipment will likely require
  resetting after the shutdown is completed.
- Contents of your refrigerator or freezer should not spoil for the duration of this service interruption if these appliances are kept closed.
- · Have on hand battery-powered flashlights with fresh batteries.

We apologize for the inconvenience and thank you for your patience. If you have questions or concerns, please feel free to contact us at telephone numbers (415) 274-0333.

Vic Zorzynski



#### CITY & COUNTY OF SAN FRANCISCO

REASURE ISLAND DEVELOPMENT AUTHORITY ONE AVENUE OF THE PALMS, 2" FLOOR, TREASURE ISLAND SAN FRANCISCO, CA 94130 (415) 274-0660 FAX (415) 274-0299 WWW.SFTREASUREISLAND.ORG



MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

April 9, 2010

Dear Treasure Island Commercial Tenants,

In the spirit of April's designation as "Earthquake Preparedness Month", the Treasure Island Development Authority (TIDA) wishes to remind all commercial tenants of the importance of emergency planning for businesses. Regardless of the disaster or emergency faced, Treasure and Yerba Buena Island's unique location make emergency preparedness all the more important for both your business and your employees. TIDA encourages all on-Island commercial tenants to use Earthquake Preparedness Month as an opportunity to review, and if necessary improve upon, their business or organizations existing emergency plans, particularly the areas of personal preparedness and business preparedness and recovery.

# Personal Preparedness:

After a major disaster, it is unlikely that emergency response and care & shelter services will be able to immediately respond to everyone's needs. It is therefore important to be prepared to take care of your employees for a period of up to 72 hours, and possibly longer, after the disaster has occurred. Important steps that on-Island businesses can take to prepare their employees for emergencies and disasters include:

- On-site storage of non-perishable food and drinking water in sufficient quantities to sustain all employees for up to 72 hours after a disaster.
- On-site storage of basic First Aid supplies and of any critical daily medication needed by employees.
- Educating employees on creation of a Family Plan for their households.
- Educating employees on existing emergency and evacuation protocols for your business and facility, including pre-designated meeting areas and emergency notification contact lists/phone-trees.
- Creating an Emergency Kit(s) for the facility.
- Creating individual Go-Bags for employees.
- Joining the Treasure Island Neighborhood Emergency Response Team (NERT).
- Taking basic First Aid and/or CPR training.

# Business Preparedness and Recovery:

The resumption of local business plays a vital role in the post-disaster recovery process for a community. To that extent, planning for the recovery and resumption of your business before an emergency or disaster occurs can limit unnecessary expenditure of valuable time and resources post-disaster. Important basic steps towards planning for business recovery include:

- Creating a Continuity of Operations Plan ("COOP Plan") for your business, including identifying key positions in the recovery process, delegating the responsibilities inherent in these key positions, identifying potential alternate work locations, and establishing a protocol for eventual resumption of business operations and recall of employees.
- Creating and updating off-site backup copies of important business documents, files and electronic data crucial to business operations and to recovery of business after a disaster.
- Reviewing facilities and operations and mitigating any elements within the facility which may create a hazard during or after a disaster.

Enclosed with this letter are several pieces of basic literature prepared by the San Francisco Department of Emergency Management (DEM) and the American Red Cross (ARC) which provide more detailed information about personal planning and preparedness for yourself and your employees. In addition, the following organizations provide emergency planning and preparedness resources and assistance to businesses and community organizations:

American Red Cross "Ready Rating" Program www.ReadyRating.org

# Community Agencies Responding to Disaster (CARD)

www.SFCard.org

PLEASE NOTE: SF CARD serves Human Services non-profit agencies and faith-based organizations only.

#### SF Ready

www.SFReady.org

Thank you for your attention and continued focus on this important issue. Should you have any further questions or wish to obtain additional information about any of the topics discussed, please contact TIDA staff member Peter Summerville at 415-274-0665 or Peter Summerville@sfcov.org.

Mirian Saez

Sincerel

Director of Island Operations

CC: TIDA Board of Directors

Enclosures

# ART DECO SOCIETY OF CALIFORNIA



Mirian Saez, Director of Island Operations Treasure Island Development Authority One Avenue of the Palms, 2<sup>nd</sup> Floor Treasure Island San Francisco, CA 94130 Alameda, CA 94501 415-274-0660 saez@sfgov.org

Re: ART DECO SOCIETY of CALIFORNIA 2010 Preservation Award Recipient: MIRIAN SAEZ, Director TIDA

Dear Ms. Saez:

Congratulations. The Art Deco Society of California is pleased to inform you that for its annual Preservation Awards, we have selected MIRIAN SAEZ, Director of Island Operations, TIDA as a 2010 Recipient. Treasure Island, site of the 1939-40 GOLDEN GATE INTERNATIONAL EXPOSTION, is one of San Francisco's Art Deco Era treasures. We commend your commitment to preservation of the art, architecture and artifacts of GGIE, and appreciate your efforts to make this vital work available to the public as a cultural resource. Your gathering of Oral Histories, including that of Zoe Dell Lantis Nutter, provides a living testament to this wonderful era. We are grateful for your enthusiasm and dedication toward preservation.

Presentation of the 2010 Preservation Awards will be at the Art Deco Preservation Ball, held on Saturday evening May 8, 2010 at the BIMBO'S 365 CLUB, an original San Francisco nightclub from the early 1930's, designed by Architect Timothy Pflueger. I am enclosing some information on the Ball, and two complimentary tickets for the recipient representative. I will coordinate with you regarding the evening's events.

If you have any questions, please contact me. I look forward to seeing you at the Ball to receive this Award.

Sincerely

M. Lynn Harrison Preservation Directo

harrisonarchitects@sbcglobal.net

Cel: 415-845-8998





Volume 2, Issue 5 May 2010

This newsletter was prepared By Good Neighbors of Treasure Island and Yerba Buena Island under consultation with: Treasure Island Development Authority: Mayor Gavin Newsom: Owen Stephens, President, Treasure Island Authority; and Mirian Saez, Director of Island Operations

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# TREASURE ISLAND NEWS

DEADLINES &

· All submissions of articles announcements, and calendar items must be submitted to Andrea McHenry, Editor-in-Chief by the 10th of the month prior to publication for consideration, Email

> TreasureIslandNews @comcast.net

- · The editorial board reserves final rights for inclusion and exclusion.
- · Acceptable formats are text submitted in Microsoft Word, PowerPoint, Publisher, IPEG or PDF.
- · We encourage positive ideas, solutions and creative problem-solving for our communal challenges; we choose to build community rather than find blame.

# WE SAVED THE MUNI 108!

The whole community on Treasure Island, that is! On April 1, Good Neighbors and TIDA received notification from the San Francisco County Transportation Authority that their board voted to provide special Lifeline Grant funding so that service to Treasure Island via the

MUNI 108 will not be reduced as originally proposed by MTA. The Life Line grant will extend through the end of this fiscal year, and for two more.

So many people participated in making this happen by circulating and signing our petition, sending letters, attending meetings, and contacting their representatives. A partial list of contributors to this successful campaign includes members of Good Neighbors of TI/YBI, TIDA including Owen Stephens, Mirian Saez and Marianne Thompson, TIHDI including Sherry Williams and staff, Catholic Charities, Walden House, the Community Housing Partnership, the Mayor's Office, Supervisor Chris Daly's Office, the MTA itself, Swords to Plowshares, the Haight Ashbury Free Clinic, Abdo Salah, Emory Wilson, Iris Tseng, Pina Correa..., and many



# TI RESIDENT WALKS FOR CROHN'S & COLITIS FOUNDATION OF AMERICA

I have committed to "walk" the most exciting race of my life. On March 25, I joined "Team Challenge" and started training for the Nana-to-Sonoma Wine Country Half Marathon, July 18, 2010. The purpose of this event is to raise funds and awareness for research leading to improved treatment options and a cure for Crohn's Disease and Ulcerative Colitis

NEWS



Honoree Danielle Nicole White

I'm sharing this challenge with 6 amazing ladies: Dierdre Luddington (my daughter), Joy Gibson, Dail St. Clair, Sahara Alexis, Susan Bell-Conley and Christine Stepp, all of whom are committed to completing the challenge and making a difference in raising the awareness of Crohn's and Colitis in tribute to our Honoree. Danielle White of Houston, TX.

Please visit our web-site and heln us make a difference: http://www.active.com/donate/ napa10norcal/napa10DLuddin

At present, I've gone from walking zero to over five (5) miles. We are dedicated to a training schedule with additional trainings with our team on the weekends, and we've promised to each raise \$2,600 in donations for The Crohn's and Colitis Foundation of America (CCFA).

WE ARE MOTIVATED! WE ARE COMMITTED!! WE WILL DO IT!!!

Please help support us by giving generously - every little bit helps and your contribution is tax-deductible!

Thank you in advance for your generosity, good wishes and positive vibes.

NOTE: If you would prefer mailing your contribution, please make your check payable to: Crohn's and Colitis Foundation of America (CCFA) and mail it to my attention: Joanna Luddington, 1430A Halibut Court, San Francisco, CA 94130-1635.

> Best Regards, Joanna Luddington

# May 2010

SUN	Mon	TUE	WED	Тни	FRI	SAT
TREASURE ISLAND SPRING MARKET & INFORMATION FAIR SATURDAY, MAY 1, 2010 from 11AM to 2PM in the Main Parking Lot, 1 Avenue of the Palms  Music I Food I Arts & Crafts I Activities for the Entire Family I Come One! Come Al!					TI Composting Pilot Program begins See P. 3	Happy May Day! Annual Spring Plant Sale Strybing Arboretum
2	3	4 CAB Meeting 6pm-8pm City Hall Residents Welcome	5	6 Stewart Recole	Free Collection & Clean-Up Day See P. 4	Goodwill SEGOODWILL SEGOODWILL OF SEGOODWILL
9 Happy Mother's Day! Annual Rose Show Hall of Flowers 9th & Lincoln in Golden Gate Park	1 0	11	1 2 TIDA Meeting 1pm City Hall Open to the Public	Bay Area 1 3 BIKE TO WORK DAY and New Moon	1 4	1 5
1 6 Bay to Breakers	1 7	1 8	19	2 0	2 1	2 2 Youth Activities Summer Kick-Off Noon to 2pm New Playground See P. 6
2 3	2 4	2 5	2 6	2 7	2 8	2 9
3 0	3 1  Happy Memorial Day!					

# Asian Pacific Heritage Month - May

May is Asian Pacific American Heritage Month, If anyone is planning an event, let us know! Please write to TreasureIsland-News@comcast.net



# Islands LGBT Pride Event - June

June is LGBT Pride Month - Looking for others to help coordinate (or just interested in attending) a Pride event on the Island.

Most likely a picnic for the LGBT community and those that support us. If interested, please write to: TiLGBT@gmail.com

# Advertising

Interested in advertising in the Treasure Island News? - email TreasureIslandNews@comcast.net for a rate sheet. Proceeds go to support Good Neighbors of Treasure Island and Yerba Buena Island.

# RECYCLING & COMPOSTING ON TI



Did you know that the U.S. is the #1 trash producing country in the world? While we only make up 5% of the world's population, we create 40% of the world's population, we create 40% of the world's pasted in the practice of the world's pasted in the practice of the world's pasted in the practice of the practice of the world in the practice of the pr

Top 5 Recycling Tips

- Clean, dry, and unsoiled paper can be recycled in the blue bins. This includes cardboard, junk mail, magazines, phonebooks, etc.
- Hard plastic can be recycled in the blue bins. This includes plastic bottles, coffee cup lids, tubs, etc.
- Metal containers that have no liquids or food can be recycled in blue bins. This includes aluminum cans, aluminum foil, empty spray and paint cans, etc.
- Glass bottles and jars that have no liquids or food can be recycled in blue bins.
- Plastic bags should not go into blue bins. They will actually get caught in sorting machines and cause problems. Instead, you can reuse these, or better yet, bring a cloth bag to the supermarket!

TIDA is very excited to announce that a pilot program for composting will begin in the 1400 Housing Series on Tressure Island. On May 1, 2010, representatives of TIDA, the John Stewart Company and Good Neighbors will be going door-to-door to all of the houses in the 1400 Series giving residents their household compost pails and a brief explanation of the program. While this is a pilot program, TIDA anticipates all households participating in

#### Resources

For more information on recycling, check out SF Environment's helpful website at www.sfenvironment.org.

the composting program by 2011.

#### REAP (Recycling and Environmental Awareness Program) Internship

Community Housing Partnership (CHP) is excited about its REAP program. Over the course of 2 months, supportive housing participants will learn how to become environmental outreach leaders in their community. They will engage neighbors in environmental education to increase recycling diversion and to cut down bin contamination on the Island. Over the last 2 years, 54 REAP interns from 27 San Francisco supportive housing sites have helped divert 800 tons of recyclable and compostable items from landfills.

main focus of the paid internship program, students also explore other environmental topics. Guest speakers from San Francisco Department of the Environment will lead discussions on proper waste management techniques, toxics reduction and energy & resource conservation. Students will also take a field trip to Recology's transfer station to gain understanding of how San Francisco responsibly handles its waste. After learning the importance of environmental education, students will work with CHP's employment counselors to prepare their resumes for job opportunities in the Green Sector.

17, 2010. The next REAP internship will begin May 26, 2010 in San Francisco. There will be another internship on T.I. in the future and it will be advertised in

CHP graduated its first T.I. class on March

and it will be advertised in this newsletter. CHP looks forward to serving the T.I. community and hopes to make a positive impact in the lives of the residents and the environment.

For more information, please contact Kelly Meehan, Recycling Coordinator with CHP at (415) 749-2790 ext. 359 or kmeehan@chp-sf.org.



# COMPUTER CLASSES AT THE TECH CENTER

The Tech Center, a project of Good Neighbors and Treasure Island Homeless Development Initiative, offers classes to all residents of the Islands. The Tech Center is located in the Business Assistance Center at the Shipshape. Due to limited space, registration is on a first come first serve basis. Open Computer Lab Time most days is Mondays - 11:30am – 5:00pm; Tuesdays - Thursdays 9:00am – 5:00pm - Call first to confirm availability. Register early to reserve your seat

To register call Sherryl or Jamie at (415) 986-4810. There is a one-time registration fee of \$10 for new students. Please make your check or money order payable to TIHDI.

Topic	# of Classes	Dates	Time	Description
	Lacronia maria		May Classes	
Excel (Spreadsheets)	3	Mondays, May 3, 10, 17	9:30 - 11:30	Learn how to use Excel. This class will have an emphasis on using Excel to help you budget.
Computer Basics	3	Friday May 7, 14, 21	9:30 - 11:30 am	Repeat of class in April
Internet Security Work- shop	1	Wednesday, May 19	6:00 - 8:00 pm	Repeat of workshop held in April
the state of the s	-		June Classes	with the same of t
Computer Basics	3	Mondays, June 7, 14, 21	6:00 – 8:00 pm	Repeat of class in April
Microsoft Word	3	Fridays, June 4, 11, 18	1:00 – 3:00 pm	Learn how to create and modify Word docu- ments.

# EMERGENCY RESPONSE TEAM CLASSES BEGIN IUNE 9

What is NERT?



#### The benefits of NERT training: · Prepare yourself and your

- family
- · Identify, anticipate and reduce hazards in your home and work
- Extinguish small fires Assist emergency responders
- · Conduct light search and
- · Set up treatment areas Apply basic medical techniques
- Help reduce survivor stress
- Become a member of your community team

There are six 3-hour classes held once a week for six weeks. Come and join us, you will like it!

Class location and time are to be announced shortly - probably evenings on Job Corps Campus. Sign up by contacting NERT at (415) 970-2022 or log onto www.sfgov.org/sffdnert. Tell them you want to sign up for the Treasure Island NERT. classes.





# TREASURE & YERBA BUENA ISLANDS COLLECTION AND CLEAN-UP DAY

Goodwill Industries accepts almost anything in good, clean, working condition, High quality

women's clothing, books and housewares are particularly needed and appreciated. As a guideline, if you would give it to a friend or hand it down to a relative, it's perfect for

Golden Gate Disposal accepts:

debris, and all other organic

Green waste and other

· Yard waste, landscaping

material: leaves, grass,

flowers, tree and brush

food scraps, etc.

pallets OK

the black box

Waxed cardboard

Large or bulky Items

bed frame, etc.

old telephones and

mattresses

microwaves

trimmings, plants, weeds,

· All clean wood untreated and

· Plywood and particleboard

unpainted; nails acceptable;

are not acceptable and go in

· Curbside recyclable material - cans, glass

· Scrap metal - any item that contains metal,

· Mattresses and box springs including futon

· Electronics including stereo equipment, VCRs,

such as a kitchen chair, lamp, pipes, bird cage,

bottles, plastic bottles, cardboard, and

· Appliances - stoves, washers, dryers,

dishwashers, refrigerators, freezers

compostables

Goodwill! They will also accept computers, computer accessories, household electronics and televisions, working or not, for their computer and electronics recycling program.

Recology San Francisco will also be on hand to accept almost all hazardous waste, which includes:

- · Paint, stains, varnishes, solvents, thinners · Fuels, used motor
- oil & filter. antifreeze, car



- · Cleaning products, gardening chemical, pesticides, fertilizers, herbicides
- · Aerosols
- . Household batteries (AA, AAA, C, D, 9-volt, watch

# **COLLECTION &** CLEAN-UP DAY

Saturday, May 8, 2010 9:00am to 12:30pm Catholic Charities Lot Avenue D & 10th Street

hatteries phone

SF Environment

Our home. Our city. Our planet. SFEnvironment.org + [415] 355-3700

artment of the Cay and County of San Fran

- batteries, etc.) Fluorescent lights (tubes. bulbs & other shapes) NO BROKEN
- LIGHTS WILL BE ACCEPTED Mercury
- thermometers: exchange for FREE digital thermometer
- · Propane tanks under 20 lbs (BBQ size)

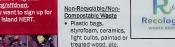
# These products CANNOT be accepted:

- Explosives
- Ammunition
- Flares
- · Radioactive materials
- Medications
- · Non-propane gas tanks or propane tanks over 20 lbs.
- · Construction waste
- · Mixed hazardous waste
- · Leaking or unknown items

For a FREE HOME COLLECTION of hazardous waste, call Recology San

Francisco at (415) 330-1405





Recology



Vicky Oding and Nella Gonzalvez with Island youth getting ready for the April Easter Egg Hunt at the Treasure Island YMCA.



# PROCEEDS BENEFIT THE LEUKEMIA & LYMPHOMA SOCIETY

Minimum \$20 donation includes artisanal wine & cheese tasting TASTE-A-THON = Treasure Island Wines + Point Reyes Farmstead Cheese Company

+ The Leukemia & Lymphoma Society Man & Woman of the Year 2010 Fund Raiser

If you are a foodie, you know how divine Point Reyes Farmstead Company Cheese is ... and if you haven't tried it yet—we find it particularly scrumptious when paired with artisanal wine from SF's newest urban winery "Treasure Island Wines."

More importantly, proceeds from ticket and wine sales support the Man & Woman of the Year "Bench to Bedside" campaign that directly benefits The Leukemia & Lymphoma Society. This year we are honored to support "Bench To Bedside" campaign team leader and candidate: Dean Felsher, M.D., Ph.D. of Stanford University School of Medicine.

If you would like more information about the Felsher "Bench to Bedside" campaign for LLS Man & Woman of the Year Campaign or cannot make our event but would still like to donate. Please paste the following URL in your browser. We would be grateful if you specifically donate to the Felsher Campaign so we can ensure our matching corporate pledges.

http://www.localwineevents.com/events/detail/305651/treasure-island-treasure-island-wines-taste-athon-for-the-leukemia-lymphoma-society

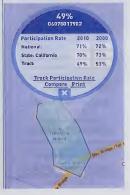
# T.I. LAGS IN CENSUS RETURNS

Census information affects the numbers of seats California occupies in the House of Representatives. Census data is used to advocate for causes, rescue disaster victims, prevent diseases, research markets, locate pools of skilled workers and more. When you do the math, it's easy to see what an accurate count of residents can do for your community—better infrastructure, more services, a brighter tomorrow for everyone. In fact, the information the census collects helps determine how more than \$4.00 billion in federal funding each year is spent on infrastructure, and services like:

- Hospitals
- Job training centers
- SchoolsSenior centers
- Bridges, tunnels and other public works projects
- · Emergency services

For an unknown reason, Treasure Island mail-in rates are lower than Federal, State and even local rates of return. That means we will miss out in getting our fair share of funding dollars.

The form only takes a few minutes to complete and the information provided will serve the community for years to come. All of the information that the Census Bureau collects is confidential. Please, complete and return your form today!



# Summer Activities for Treasure Island Youth



Want to know what's going on this summer? Come to our Summer Kickoff Party on Saturday, May 22, from 12 noon to 2pm at the new playground! Food, games, and information about all the summer activities on the Island will be available for the whole family! Join TIDA, the Boys & Girls Club, TIHDI, the YMCA and more as we start the summer off early!





Treasure Island Spring Market & Information Fair

Saturday, May 1, 2010 11 am - 2pm Main Parking Lot (1 Avenue of the Palms)

There will be music, food, arts, crafts, and activities for the entire family. COME ONE COME ALL!!!

Please contact Sherryl Morris at (415) 986-4810 or smorris@tihdi.org for more Information.



# TREASURE ISLAND JOB CORPS CORNER: STUDENT SUCCESSES!

The Treasure Island Job Corps Work Based Learning (WBL) Team is excited to announce that Office Assistant student Ana Galdamez-Mendez has been selected for the Congressional Internship position at Congresswoman Barbara Lee's Office in Oakland. Ana has shown strong office administrative skills in her WBL position on Center and has exemplified professionalism among her peers and Job Corps staff.

Ana is the second student to intern in the Congress Woman Lee's office and she began her internship on Tuesday. April 20.

Ana will receive training from Treasure Island Job Corps graduate Dasha Hill who recently completed her Congressional Internship this past week. Please Join me in congratulating Ana as she begins this extraordinary opportunity.

Please help Treasure Island Job Corps acknowledge Treasure Island Job Corps successful carpentry student Dai Rong Guan (aka Chris). Chris enrolled at TILOC on April 18, 2005 and finished LL (English Language Learner) student. He began carpentry on June 13, 2005 and finished June 14, 2006. Right after graduation, carpentry instructors referred him to the Union. He has been working in Cal Pacific Construction, Inc. since September 2006 where he does school remodeling most of the time.

Currently, he makes \$36.75 per hour and he bought a house in San Francisco a year ago. Chris comes back to visit the instructors, and give inspirational speeches to students every half year.

Thank you Ana, Dasha and Chris for making Treasure Island Job Corps proud!

Would you like to relax in the beautiful Building One lobby on Treasure Island for an occasional afternoon, chat with visitors to our historical exhibits, and help keep our new Sea Services exhibit open to the public?

Without volunteer docents, our exhibit must remain closed. We are trying to keep the exhibit open from noon to four on Thursday and Friday afternoons, and soon on Saturdays and Sundays as well pending permission from the City and funding of a required security guard. If you would like to sponsor one or more weekend exhibit days at \$110 per day, or docent on weekends, please see donation information or contact our exhibit coordinator.

No experience is necessary, and simple, complete instructions will be provided. Just come a few minutes before noon to open the exhibit, greet visitors (15 to 30 average on weekdays), and close up at 4. For more information about the exhibit, see our website at: http://www.treasureislandmuseum.org/

If you might be interested in doing this, or want to find out more, please email volunteers@treasureislandmuseum.org. I enjoy helping keep Treasure Island's history dive, and I'm sure you will too.

Best regards,

Max Hori, Volunteer Coordinator, Treasure Island Museum Association

# BIMONTHLY COMMUNITY MEETING HIGHLIGHTS

The Treasure Island Green Bin Pilot Program will begin to roll out at the beginning of May to households in the 1400's series. A total of 25 64-gallon green bins will be placed throughout the 1400 housing units to share. A total of 252 5-gallon kitchen palls will be distributed to those same residents beginning Saturday, May 1.

Representative from the Treasure Island Development Authority, the John Stewart Company, and Good Neighbors will be going doort-clodor to provide the palis and information on how the plot will work. Compost collection will take place on Wednesdays. For more information about the program, please check with your housing provider.

Crimes on the Islands were down in March to 13 compared to the 3-year rolling average of 16 and from last March's number of 18. There was one burglary reported. As mentioned previously, we are entering what is usually a higher crime period on the Island. The report above is very hopeful but we need to remind everyone to keep doors and windows locked and to keep an eye out for suspicious behavior. Remember to report suspicious behavior. Remember to report suspicious behavior by calling the San Francisco Police Department non-emergency dispatch at (1415) 553-0123.

TIDA has budgeted money for 2010-2011 to provide **traffic calming** solutions for the Avenue of the Palms and Gateview Avenue, where speeding is said to be a problem.

Like the San Francisco mainland, Treasure Island has its share of pot holes. The Navy has completed filling in the pot holes along the perimeter path and TIDA is conducting a survey of pot holes in both the residential and commercial areas. Once this is completed, and weather permitting, TIDA will begin repairing.

TIDA will be purchasing garbage cans and placing them next to the bus stops.

The next bimonthly community meeting is scheduled for June 16 at the ShipShape. If you have an item you would like addressed, please contact Marianne M. Thompson at (415) 274-0662 or send email to marianne.thompson@sfgov.org.

# Safety Awareness For Everyone

# SAFE

# CABS DRIVE CRIME AWAY

By Bronwyn Bailey, reproduced with permission by http://www.livesoma.com/

New community groups have begun to crop up around San Francisco to tackle crime. Residents and business owners have joined forces with the police to form Community Advisory Boards (CABs). The goal of these groups is to reduce crime through greater dialogue and exchange of ideas between the people who live, work and do business in the community and the police officers who serve them. Through this collaboration, CABs are encouraging everyone to "Be City Smart."

The creation of CABs in San Francisco syrang from the initiative of Chief George Gascón, given the success of this program in Los Angeles and other cities. The ten police districts in San Francisco formed separate CABs earlier this year. Each CAB meets monthly with district officers and the police captain as well as with representatives from SAFE ("Safety Awareness for Everyone") to discuss criminal activity in their neighborhoods and ways to currail it. Although each

group focuses on objectives specific to tas district, all CABs aim to create a direct line of communication between denizens and the police department. By forming a working group to share ideas addressing timely issues, community representatives and the police are teaming up to improve the quality of life throughout the city.

The Southern Police Station. representing the South of Market ("SOMA") area and Treasure Island. created a CAB under the leadership of Captain Daniel McDonagh, "I am excited at this chance to reach out to the community with our 'Be City Smart' campaign," Captain McDonagh stated. His group is focusing its immediate efforts on car break-ins, or "car boostings." While crime has declined in the SOMA district in 2010, the number of car boostings has increased during the same period. Representatives in this CAB are educating neighbors to avoid leaving any personal items in cars. They are also warning drivers to avoid placing anything, especially computers or shopping bags, in the trunk after they

park because thieves may be watching. Most car boostings are currently occurring near the AT&T Ballpark, and most of the victims are tourists.

The collaboration between police and district members to increase awareness will empower communities and reduce opportunities for criminals. Strong communities are the most important element in crime prevention. In fact, information and ties from community residents are often the key intelligence that guides police in targeting criminal activity. As Gaptain McDonagh mentioned, "Working together is a great way to "Be Oty Smart."

Criminals take heed. San Francisco's CABs aim to drive you out of town.

Bronwyn Balley Is a member of the Community Advisory Board (CAB) for the Southern Police Station.

The Treasure Island Representative to the Southern Police Station CAB is Mark Connors who can be reached at darkmattersfo@comcast.net



# How To SUBSCRIBE

Anyone can subscribe to this FREE newsletter by sending your request to:

#### Good Neighbors@comcast.net

Please encourage your housemates, neighbors, and others interested in Treasure Island to sign up.

Or, residents of the Villages, can also send an email to:

Villages@JSCO.net

With the subject "Email Notices Sign-up" and include your name, address and contact info. Staff will verify the information, then send the latest community news.



**Next Quarterly Meeting** 

Saturday, July 10 Shipshape 11 am-1 pm

Call (415) 520-6653

# YMCA UPDATE

By Vicky Lee

We are looking forward to great a spring season here at the YMCAL Join us for Floorball. (very similar to street hockeyl) every Tuesday night at 7:30pm. Just put on your sneakers and head on over; no equipment needed!

As of April 1, our new policy requires all children under the age of 13 to be with a parent or an adult legal guardian at all times while in the gym. While membership is free, we do require that everyone has one in order to use our facilities. Please always have your membership card present with you when entering the gym. All youth under the age of 18 need to have a parent present while signing up for a membership.

We will be changing our hours come summer, but for spring, our hours are Tuesday to-Friday from 2:00pm to 9:00pm and Saturday from 1:00pm to 5:00pm.



60 Clipper Cove Way Treasure Island, CA 94130 415,627,9060

Dine In & Take Out Open 11AM - 9PM

# Happy Hour - Every Night 5PM - 7PM

Domestic Beers - \$2.75 Well Drinks - \$3.00

# TUESDAYS Flip-For-It 5 PM - 8 PM

You'll FLIP for your dinner! Feeling Lucky? Flip a Coin Make the right call &your meal is on us! \*Drinks Not Included/One flip per customer

# THURSDAYS

# All-You-Can-Eat Spaghetti 5PM - 8PM

Spaghetti w/ Meat or Marinara Sauce Includes Caesar Salad & Garlic Bread

\*Drinks Not Included \$10

# SUNDAYS

**Bottomless Mimosas** 11AM - 1PM

Keep The Champagne Flowin'! \*With Brunch Purchase

\$10



2 for 1 Drink Good for any well cocktail or domestic beer

\* One coupon per customer



\$2.00 Off Any food Item on menu

\* One coupon per customer



Free Non-Alcoholic Drink With food Purchase

\* One coupon per customer

Members: Log in I Not Registered? Register for free extra services San Francisco Business Times - May 5, 2010 /sanfrancisco/stories/2010/05/03/daily47.html



# America's Cup team to detail next race

San Francisco Business Times - by Eric Young

Larry Ellison's BMW Oracle Racing team is expected to describe on Thursday the format for the next America's Cup competition.

Officials in San Francisco will be paying close attention as the city is one of several hoping to host sailing's premier event.

Ellison's team is considering holding the next America's Cup race in San Francisco. The San Francisco Bay, the Oracle Corp. (NASDAQ: ORCL) CEO told the Wall Street Journal, is "a wonderful natural amphitheater for sailing."

Ellison's race officials are vetting Treasure Island along with Piers 30-32, 50 and 80 as possible staging areas where the team could prepare for the next America's Cup.

San Francisco officials don't expect Ellison to choose a host city for some months. His racing team on Thursday is expected to discuss the format and type of boats in the next race. The announcement will be made in Rome.

The America's Cup race is usually held in the open ocean. Other cities, including San Diego and Valencia, Spain, are trying to woo the event to their shores.

The America's Cup, held every few years, can generate billions of dollars for a host city. Teams spend several years training for the regatta, which can generate tourism. The race usually lasts more than a week.

The details of the event, including when it is held, the style of boats used and the number of races varies with each edition.



Eric Young's beats include law, government, transportation and sports for the San Francisco Business Times. Contact him at eyoung@bizjournals.com or (415) 288-4969. Read his blog postings at Bay Area BizTalk.

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Local

[Print] [Email]



# City could find out chances of hosting next sailing race

By: Katie Worth **Examiner Staff Writer** May 5, 2010

SAN FRANCISCO — After a wait of a couple months, many of the details of the next America's Cup sailing race will be revealed Thursday, likely including the year the race will be held, what vessels will be raced and when a final decision on the location will be made.

America's Cup officials will hold a news conference in Rome — at the wee hour of 3 a.m. local time. San Francisco is in the running against a handful of other cities for the privilege of hosting the lucrative international event, and the details revealed Thursday could have a bearing on exactly what infrastructure would have to be built on The City's waterfront — and by what date — in order to accommodate the race

Officials will not announce where the next race will be held, but will at minimum lay out the timeline by which that decision will be made, according to Marcus Young, commodore of the Golden Gate Yacht Club.

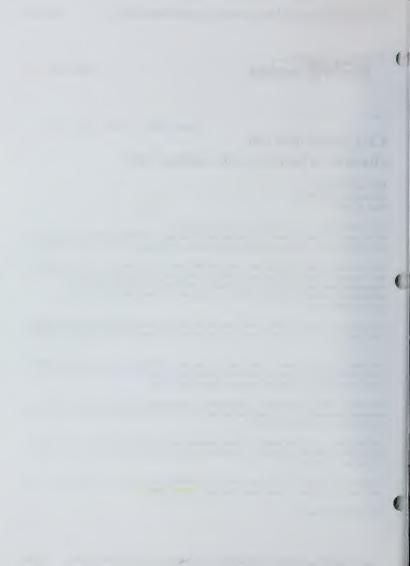
The possibility that San Francisco could host the oldest race in modern sports came about when BMW Oracle Racing, which has made its home at the Golden Gate Yacht Club, swept the America's Cup trophy from the hands of reigning champion Alinghi of Switzerland.

The winner of the Cup earns the right to determine the location and time of the next race, and also negotiate the parameters of the vessels and the rules of the race with an official challenger, which in this case is the Italian club Nautico di Roma.

Michael Cohen, chief of the Mayor's Office of Economic and Workforce Development, said a team of government and business representatives have been meeting regularly to determine what must be done to bring the competition here.

There are four locations still on the table: Piers 30-32 under the Bay Bridge, Pier 48 just south of AT&T Park, Pier 80 at the base of Cesar Chavez Street and Treasure Island.

kworth@sfexaminer.com







Local

[Print] [Email]

Share SHARE P 2

# City, Navy settle on Treasure Island's price

By: Erin Sherbert **Examiner Staff Writer** April 7, 2010

The details of the multimillion-dollar land swap between The City and the Navy for Treasure Island have been hammered out, setting the stage for development at the Bay island to move forward.

Mayor Gavin Newsom on Tuesday introduced legislation that included the terms of the economic development conveyance of the property from the Navy to Treasure Island Development Authority, which oversees the project.

Under the agreement, The City will pay \$55 million over 10 years — \$5.5 million annually, plus interest. In addition, the Navy will receive up to \$50 million if the project's return hits 18 percent from the planned housing units, hotels and retail.



Land swap: S.F. will shell out \$55 million over 10 years for ownership of Treasure Island, as well as up to \$50 million if the project's return hits 18 nercent.

It's a long way from the \$250 million the Navy wanted for the 450-acre site, which has been abandoned since the government left in 1997. However, The City disagreed with that appraisal, deeming the land to be worth roughly \$22 million.

Navy officials did not return phone calls seeking comment.

The City has been negotiating with the Navy for the past three months, trying to create an agreement that was fair for both parties, Newsom's economic adviser Jack Sylvan said.

Now, the mayor needs city supervisors to sign off on the agreement before it can become final.

If the supervisors endorse the agreement, which will be heard next month, the project could break ground within the next year.

Board President David Chiu supports the agreement.

The project, which will take 10 to 20 years to finish, will include 6,000 residences, three hotels, a

http://www.printthis.clickability.com/pt/cpt?action=cpt&title=City%2C+Navy+settle+on+... 4/19/2010

marina, a commercial town center and nearly 300 acres of parks and open space.

It should create up to 2,000 construction jobs annually until buildout.

esherbert@sfexaminer.com

# More from Erin Sherbert

- · Newsom Tracker: Meetings at City Hall
- · Rain forecast to return to The City tonight
- · City takes action to fight truancy
- · Bayview shooting marks 16th homicide in The City
- Two SF students visit Big Apple for poetry slam

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#### SFGate com

### Treasure Island plan a trove full of promise

John King, Chronicle Urban Design Writer Monday, April 12, 2010









Beware of putting too much stock in glossy development plans, but if Treasure Island is reborn along the lines being touted, the result will be a neighborhood like none the Bay Area has seen.

Only about 110 of the artificial island's 404 acres will be urban, but they'll be filled with more than 7,000 housing units along streets where, for the most part, pedestrians have priority over cars. Land will be farmed alongside ball fields. Solar panels will cover more roofs than not.

And high-rises will sprout in the middle of the bay - as many as 25 rising at least 18 stories, crowned by a central tower that exceeds the height of the Bay Bridge by more than 100 feet.

The vision was conceived in 2005 and the most optimistic scenario has the first homes opening in 2013. Now, though, the push for approvals is gearing up and the public can begin to gauge whether the much-ballyhooed green neighborhood could someday offer a truly different way to live, or simply a denser version of Emeryville and Mission Bay.

Judging by the 319-page draft of the design guidelines released last month, this enormous project deserves to move from drawing board to reality: It is an intriguing 21st century take on what an urban neighborhood can be.

#### Seeking to avoid surprises

But the real-life details will determine whether the "new" Treasure Island succeeds as a worthy addition to the symbolic center of the region. Now is the time to look hard at what's proposed, so people aren't caught by surprise if and when buildings start to appear.

The basics of the plan haven't changed since 2005, when a suburban-style concept for the former Navy base was scrapped by the city-selected development team in favor of one with many more people on much less land.

The developed area would be confined to a thick L along the island's western and southern edges, with a commercial district at the hinge and a new ferry terminal offering a straight shot to the Ferry Building. The rest of the island would become protected open space except for 37 acres in the middle managed by the Treasure Island Job Corps, a federal training program.

The rationale? For Treasure Island to be an enticing community, it needs a population large enough to sustain features like a large grocery store. And by concentrating them near the hinge, walking and bicycles become genuinely convenient travel options.

The fleshed-out version that will make the regulatory rounds in coming months allows for more than 7,000 units of housing, up from 6,000 in 2005, while continuing to reserve 300 acres as open space (these numbers include 70 acres of parkland and up to 300 homes on adjacent Yerba Buena Island). Many of the smaller residential buildings have nudged from four to five stories, and loosened height limits allow modest housing towers on almost every block.

"We're encouraging a variety in heights, but we're protecting lights and views around the towers," San Francisco's Planning Commission was told last week by Karen Alschuler of Perkins + Will, one of three design firms involved in the planning. The others are the San Francisco office of Skidmore Owings & Merrill and the landscape architecture firm CMG.

#### Nod to environmentalism

The most exciting thing about the plan is how it integrates environmentalism into a dense urban landscape.

Part of this is obvious, such as the contrast between built-up blocks and wide open spaces reserved for shoreline promenades, recreational fields, an artificial wetlands to treat storm water and even a swath of agricultural land.

The plans include moves more artistic and subtle, as well.

You see this in the difference between the housing blocks that face San Francisco and the ones along the marina on the side of the island facing Oakland. The latter - dubbed the "Eastside District" - centers on a 110-foot-wide landscaped commons free of cars. The former organizes its blocks along narrow meandering streets and a strand of small neighborhood parks, each park marked by a tower on the north edge that provides a wind buffer without blocking sunlight.

#### Old as well as new elements

As for the commercial district, it makes the case for the sustainable merits of historic preservation as sustainable design by using the three remaining buildings from the 1938 Golden Gate

International Exposition to define the commercial district. They'd be centerpieces, not leftovers.

The difficulty with a plan like this is getting a handle on all the elements.

Height is a perfect example.

With the plan's fine grain comes one iconic stroke, a "landmark residential tower" capped at 650

http://www.sfgate.com/cgi-bin/article.cgi?f=/c/a/2010/04/12/MN9C1CS5V5.DTL&type=p... 4/16/2010

feet. Framing it would be three other towers allowed to climb as high as 450 feet.

To put these in context, the iconic tower of the new eastern span of the Bay Bridge will be 525 feet tall. The towers of the existing western span are 470 and 519 feet tall.

It's already startling to see the 590-foot One Rincon loom next to the Bay Bridge approach. These towers would jut up from sea level, visual rivals in the middle of the bay.

These are the sort of design issues to be sorted through after this summer's release of the environmental impact study.

On another level, the public needs to be shown how the development team of Lennar Homes, Wilson Meany Sullivan and Kenwood Investments prepares for risk of severe earthquakes and sea level rise (in the latter case, the ground floor of all buildings would be at least 42 inches above the currently projected 100-year high tide).

Here's the important part: the vision for Treasure Island makes a convincing case that we can pair intensive new development with holistic and smart environmentalism. If what ultimately takes shape is as persuasive, other regions will take notice.

This article has been corrected since it appeared in print editions.

#### To learn more

The draft of the design guidelines and other Treasure Island documents are at www.bit.ly/bs3y2f.

#### Next steps

EIR and approvals: San Francisco planning officials hope to release the environmental impact report for the project by July, followed by comments and hearings and then, in early 2011, final approvals.

Construction: If this occurs and the land is transferred to the city from the U.S. Navy, infrastructure work could begin in the summer of 2011. Private construction should begin approximately one year later, with the first buildings opening by 2014.

E-mail John King at jking@sfchronicle.com.

http://sfgate.com/cgi-bin/article.cgi?f=/c/a/2010/04/12/MN9C1CS5V5.DTL

This article appeared on page A - 1 of the San Francisco Chronicle







## SF, Navy Decide on Treasure Island's Worth

By JESSICA GREENE

Updated 8:46 AM PDT, Wed, Apr 7, 2010



RuthannOC on Flickr

<u>San Francisco</u> has hammered out a land swap deal with the Navy for Treasure Island. The agreement sets the stage for development at the island to move forward.

Under the deal, San Francisco will shell out \$55 million over 10 years for ownership of Treasure Island. It will come out to \$5.5 million per year, plus interest.

The Navy will also get up to \$50 million if the project's return hits 18 percent from planned housing - retail and hotels.

The Navy had asked for \$250 million for the 450-acre space, which has been abandoned since 1997. The City disagreed with that assessment and said it was worth about \$22 million.









Page 1 of 2

## San Francisco's Island Living to Break Ground in 2012

Updated 4:00 PM PDT, Mon, Apr 5, 2010



The SF Examiner has a bit of an update on the outlook for the reimagination of Treasure and Yerba Buena islands as developed eco-communities.

Treasure Island could be due for a groundbreaking for its 6,000 to 8,000 new homes sometime late next year, while the groundbreaking for Yerba Buena's mini-Telegraph Hill, some 200 to 300 new homes, would break ground in 2012.

But the hillier island's progress will probably overtake Treasure Island's, since it doesn't need all the "extensive engineering work" that the artificial island will need to prevent earthquake liquefaction. (Comforting!)

In the end, the Yerba Buena will be topped by a hilltop park with "stunning 360-degree views of the region," and there'll also be a luxury spa hotel somewhere.

- · Hilltop park planned for Yerba Buena Island [SF Examiner]
- · Treasure Island: Anti-Wind Street Grid + Mini-Telegraph Hill [Curbed SF]

First Published: Apr 5, 2010 3:50 PM PDT

Find this article at:

http://www.nbcbayarea.com/around-town/real-estate/San-Franciscos-Island-Living-to-Break-Ground-in-2012-89953187.html

Check the box to include the list of links referenced in the article.

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Local

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## Hilltop park planned for Yerha Buena Island

By: John Upton April 5, 2010

SAN FRANCISCO - A hilltop park in the middle of the Bay will provide picnickers with stunning 360-degree views of the region from Yerba Buena Island, which is planned to be developed.

Substantial building plans - including hundreds of units of housing and a luxury spa hotel - are slated for the natural rock outcrop as part of the higher-profile redevelopment of a conjoined low-lying island.

Hilltop Park is planned at Yerba Buena Island's highest peak. nestled within the elliptical Yerba Buena Drive, as a jewel in a low-density neighborhood that will occupy the western chunk of the island.



Worth a trip: A park planned for Yerba Buena Island's tallest peak is seen as a destination spot between Oakland and The City. (Cindy Chew/The Examiner)

The park is being designed as a destination between San Francisco and Oakland, filled with picnic facilities, overlooks, grass and yet-to-be-determined recreation facilities, city documents show.

Between 200 and 300 new homes are planned on a 94-acre area covering more than half the island. Some historic military housing will be rehabilitated.

The outcrop's eastern stretches will remain under the control of the Coast Guard, which operates a waterside base and oversees regional shipping from a tower at the island.

Treasure Island is destined to be filled with high-rise buildings, an expanded marina, shops, a hotel, and nearly 8,000 condos and apartments. A groundbreaking is anticipated late next year, with infrastructure expected to be in place that's needed to start selling lots to builders a year later.

Closely linked building plans for Yerba Buena Island could break ground one year later, in 2012, but construction might proceed more quickly than those on the outcrop's artificially made neighbor.

That's because extensive engineering work is required to protect Treasure Island, which was built from Bay dredge for the 1939 World's Fair, from liquefaction during earthquakes and flooding caused by sealevel rise, according to Kheay Loke, project manager for master developer Wilson Meany Sullivan.

"Yerba Buena Island is pretty darned strong," Loke said. "Come early 2013, you should be able to go and have your picnic up there."

Redevelopment efforts on the islands are being funded by expected profits from the projects, which will be discussed at Thursday's Planning Commission meeting.

Invasive eucalyptus trees that were planted all over the island are planned to be thinned out during long-term habitat-restoration efforts.

"Trying to eradicate everything that's non-native from the island is not realistic," contract landscaper Willett Moss said. "The piecemeal approach is to basically open up the understory. In many cases, we have a very good foundation of native species in the understory, and letting a little more light in will help them start to come up."

jupton@sfexaminer.com

#### Yerba Buena Island building plans

Some of the additions targeted:

- 200 to 300 new homes
- 50-room spa and hotel
- Hilltop park
- Trail system for hikers and cyclists
- Rehabilitated historic military buildings
- Restored natural habitat areas

Source: Treasure Island Development Authority

#### More from John Upton

- 555 Washington votes postponed by environmental appeal
- · Changed ownership slated for Potrero Power Plant
- · Dry weather en route after Sunday storm
- Developer's asbestos assurances under attack
- Planning director in New Orleans for conference

#### Topics

Yerba Buena Island, San Francisco Bay, picnics, development

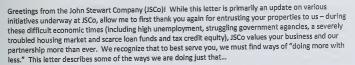


March 31, 2010

Mirian Saez Treasure Island Development Authority 410 Avenue of the Palms, 2nd Flr. San Francisco, CA 94130

RE: Doing More With Less

Dear Mirian:



First, we are leveraging our state-wide presence and purchasing power to reduce the cost of office supplies, maintenance and repair materials, and insurance at your properties. Following a competitive bidding process last year, we consolidated all of our office supplies purchasing with Staples — this is saving our clients almost 16% on the cost of office supplies, as well as simplifying our purchasing process (and putting it on-line). In addition, we are now purchasing the bulk of our maintenance and repair supplies from HDSupply, a former affiliate of Home Depot. During 2009 alone, our total purchases exceeded \$2.9 million — at an average savings of 5% over HDSupply's already low prices, this represents a savings of almost \$160,000 for our managed portfolio.

Also, you may already know, JSCo has a Master Property Insurance Program with CIBA and our brokers at The Willis Group – last year's renewal of this program netted an average 20% reduction on insurance premiums, ranging from almost 50% for some properties to only very small increases for a few high-loss properties (which would have experienced much great premium increases outside the program). And coverage does not suffer from the reduced premiums – the CIBA program is very comprehensive and includes Property, General Liability, Umbrella (Excess Liability) and Boiler coverage at very high limits with low deductibles. JSCo does not receive any compensation for placing properties in the Master Program, but as the Program grows, premiums will come down further as the group's purchasing power increases. Finally, our size also helps reduce Workers' Compensation (WC) insurance premiums at your properties – our WC rate for site employees increased only 1.5% in 2010 (less than the average for the industry), and our experience modification rate of 0.81 helped to reduce WC premiums for site employees.

We are simultaneously implementing a variety of information technology improvements that will make our operations more efficient and cost-effective. For example, we implemented a new property budgeting template that automatically takes historical operating costs into account across the state during 2009. We have also now implemented the new Boston Post software interface that I described in my letter of last June at the majority of our properties, and are seeing improved accounting and compliance efficiency, accuracy and timeliness as a result.



We have also taken steps to control health insurance costs, including switching providers in 2010 and reducing our coverage of name brand pharmaceuticals. We are looking at additional ways to control health insurance costs in 2011 and beyond, both in parallel with the recent federal health care legislation and through our own efforts to encourage healthy lifestyle choices among our employees—stay tuned for more news on this front towards the end of the year.

While searching out efficiency and cost reduction opportunities, we are committed to continuing our high level of service to our clients, including maintaining the physical condition of your properties. With support from our in-house Construction Services group (which includes a registered architect and two licensed general contractors), we have achieved an overall increase in HUD physical inspection scores of 12.7% - in fact, 12 of our last 14 REAC inspections resulted in scores over 90 out of 100 possible points (with none failing). The Construction Services group is available for more intensive capital improvement and physical upgrade projects at your properties, including design, bidding, contracting and construction oversight.

We also continue to support the personal growth of our residents, including JSCo's Educational Opportunities Fund. This program, which is funded entirely by JSCo net income and contributions from JSCo employees and their families, provides grants to eligible residents at JSCo-managed properties to support their educational and job training goals. After receiving a large number of applications this year, we will soon be awarding six grants totaling \$15,000 to highly motivated individuals throughout the state, enabling these recipients to pursue their higher educational aspirations.

To summarize: In a time of great stress for virtually every sector of our local, state and national economies and severe budget issues at every level of government, JSCo is working hard to improve its policies, practices and procedures so that we can manage your properties as efficiently and effectively as possible. We remain absolutely committed to the creation and management of high quality housing developments that serve the interests of our clients, residents and communities alike (and we greatly appreciate the confidence you have placed in us to take care of your properties).

We look forward to working with you in 2010 - best wishes and please do not hesitate to contact me or any other JSCo staff person at any time with questions, comments or suggestions regarding JSCo and its services.

Sincerely.

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Jack D. Gardner President & CEO

CC:













#### AGENDA ITEM 6B

Treasure Island Development Authority City and County of San Francisco Meeting of May 12, 2010

Subject: Resolution Approving and Authorizing an Extension of

the Cooperative Agreement with the United States Navy

from October 1, 2010 to September 30, 2011

Staff Contact/Phone: Mirian Saez, Director of Island Operations

(415) 274-0660

#### SUMMARY OF PROPOSED ACTION:

This item seeks the approval of the Authority's Board of Directors of a modification to the Cooperative Agreement with the United States Navy to extend the term of the Cooperative Agreement from October 1, 2010 to September 30, 2011.

#### BACKGROUND:

With the approval of the Board of Supervisors, the City and the Authority entered into a Cooperative Agreement with the United States Navy, and numerous modifications to the Cooperative Agreement, under which the City (initially) and the Authority (subsequently) agreed to assume certain responsibilities for (i) operation and maintenance for the water, waste water, storm water, electric and gas utility systems on former Naval Station Treasure Island, (ii) security and public health and safety services, (iii) grounds and street maintenance and repair, and (iv) property management and caretaker services.

The current term of the Cooperative Agreement, as amended, expires on September 30, 2010. The Authority and the Navy wish to extend the term of the Cooperative Agreement from October 1, 2010 to September 30, 2011 under the same terms and conditions of the Cooperative Agreement.

Pursuant to the Board of Supervisors Resolution establishing the Authority, modifications to the Cooperative Agreement shall be referred to the Board of Supervisors for approval because the overall value of the Cooperative Agreement is in excess of \$1 million and the term of the Cooperative Agreement is in excess of 10 years.

#### RECOMMENDATION:

Staff recommends approval of the modification to the Cooperative Agreement with the United States Navy as stated above.

Prepared by Peter Summerville for Mirian Saez, Director of Island Operations



[Extension of the Term of the Cooperative Agreement with the United States Navy from October 1, 2010 to September 30, 2011]

Resolution approving and authorizing the Director of Island Operations to execute a modification to the Cooperative Agreement with the United States Navy to extend the Cooperative Agreement from October 1, 2010 to September 30, 2011.

WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America (the "Navy"); and,

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, With the approval of the Board of Supervisors, the City and the Authority entered into a Cooperative Agreement with the United States Navy under which the City (initially) and the Authority (subsequently) agreed to assume certain responsibilities for (i) operation and maintenance for the water, waste water, storm water, electric and gas utility systems on the Base, (ii) security and public health and safety services, (iii) grounds and street maintenance and repair, and (iv) property management and caretaker services; and,

WHEREAS, The Cooperative Agreement has been amended numerous times and the current term of the Cooperative Agreement expires on September 30, 2010; and,

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WHEREAS. The Authority and the Navy wish to extend the term of the Cooperative Agreement from October 1, 2010 to September 30, 2011 under the same terms and conditions as existed prior to the expiration of the current term of the Cooperative Agreement; now, therefore, be it

RESOLVED, That the Board of Directors hereby approves and authorizes the Director of Island Operations to execute and enter into a modification to the Cooperative Agreement to extend the term of the Cooperative Agreement from October 1, 2010 to September 30, 2011; and, be it

FURTHER RESOLVED. That the Board of Directors hereby authorizes the Director of Island Operations to enter into any additions, amendments or other modifications to the Cooperative Agreement that the Director of Island Operations determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to perform the services under the Cooperative Agreement, such determination to be conclusively evidenced by the execution and delivery by the Director of Island Operations of the documents and any amendments thereto.

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#### CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on May 12, 2010.

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Helen Nigg, Secretary

UNITED STATES NAVY NAVAL FACILITIES ENGINEERING COMMAND WASHINGTON NAVY YARD 1322 PATTERSON AVENUE SE, SUITE 1000 WASHINGTON, DC 20374-5065 COOPERATIVE AGREEMENT NO. N62474-97-2-0003 MODIFICATION P00025

#### COOPERATIVE AGREEMENT

GRANTEE:

CITY OF COUNTY OF SAN FRANCISO
TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS, BUILDING 1, ROOM 237
TREASURE ISLAND, SAN FRANCISCO, CA 94130

AUTHORITY: 31 U.S.C. Section 6305 & 10 U.S.C. Section 2687 note, section 204 (a) (2) of Defense Base Closure Act of 1988 (P. L. 100-526)

#### COOPERATIVE AGREEMENT MODIFICATION

The purpose of this modification, in accordance with Section 701 of the General Provisions, is to extend the current Cooperative Agreement from 01 October 2010 to 30 Sentember 2011.

As mutually agreed herein by both parties, the costs of extended caretaker services shall be borne exclusively of and by the caretaker as an offset of existing revenue generating sources, present and future, through the extended period of the Cooperative Agreement ending 30 September 2011.

The general provisions, terms and conditions of the basic Cooperative, and all previous modifications remain the same as previously adopted.

As a result of this Modification, the total funded amount of the Cooperative Agreement remains the same at \$12.848.213.00.

Page 2 of 2

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT NO. N62474-97-2-0003 MODIFICATION P00025

IN WITNESS WHEREOF, The parties to this Agreement by their authorized representatives hereby cause this Agreement to be executed.

For the CITY AND COUNTY
OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT
AUTHORITY as Caretaker:

By:

For the United States Navy:

Ms. Mirian Saez Treasure Island Development Authority Director of Island Operation	Mr. Robert M. Griffin Grants Officer	
Date:	Date:	

By:





# AGENDA ITEM 6C Treasure Island Development Authority City and County of San Francisco Meeting of May 12, 2010

Subject: Resolution Authorizing the Thirty Fourth Amendment to the Treasure Island Land

and Structures Master Lease between the Authority and the Navy to Extend the

Term (Action Item)

Contact Mirian Saez, Director of Island Operations

Phone (415) 274-0660

#### BACKGROUND

On November 19, 1998, the Treasure Island Development Authority (the "Authority") entered into Lease Agreement N6247499RP42P12 with the United States Navy (as amended from time to time, the "Land and Structures Master Lease"). The lease premises include certain buildings and grounds on former Naval Station Treasure Island, including land leased to San Francisco Little League and several facilities in the Authority's commercial leasing portfolio, as well as areas that are subleased to Rubicon Enterprises to support landscape operations on Treasure Island and Yerba Buena Island. The Authority does not pay any base rent under the Land and Structures Master Lease.

The term of the Land and Structures Master Lease will expire November 30, 2010. The proposed Thirty Fourth Amendment extends the term through November 30, 2011 on the same terms and conditions as the existing Land and Structures Master Lease. The Authority's Bylaws require that subsequent to Authority Board approval, this Thirty Fourth Amendment is subject to approval by the San Francisco Board of Supervisors as it is an agreement with a term of 10 years or longer.

#### FINANCIAL IMPACT

There will be no financial impact on the budget for the Treasure Island Development Authority.

#### RECOMMENDATION

Project Staff recommends approval of the Thirty Fourth Amendment to the Land and Structures Master Lease Agreement N6247499RP42P12 to extend the term for the period commencing on December 1, 2010 and expiring on November 30, 2011.

Prepared by Peter Summerville for Mirian Saez, Director Island Operations



WHEREAS, The Treasure Island Development Authority ("Authority") and the United States of America, acting by and through the Department of the Navy (the "Navy"), entered into a master lease dated November 19, 1998, for the Authority to use and rent out certain land and structures in certain areas of Treasure Island (as amended from time to time, the "Land and Structures Master Lease") at no rent; and,

WHEREAS, The Land and Structures Master Lease enables the Authority to sublease portions of the master leased area for interim uses and generate revenues to support the interim uses and the future redevelopment of the former Naval Station Treasure Island; and,

WHEREAS, The term of the Land and Structures Master Lease expires on November 30, 2010; and,

WHEREAS, The Authority wishes to extend the term of such lease for a period of one (1) year beginning on December 1, 2010 and ending on November 30, 2011, unless sooner terminated in accordance with the terms and conditions of the Master Lease; and,

WHEREAS, The Navy concurs with such extension; Now, Therefore, Be It

RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations to enter into an amendment to the Land and Structures Master Lease in substantially the form attached hereto as Exhibit A, subject to Board of Supervisors approval of the amendment as required under the Authority's Bylaws; and, be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations to enter into any additions, amendments or other modifications to the amendment that the Director of Island Operations determines in consultation with the City

Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the amendment, such determination to be conclusively evidenced by the execution and delivery by the Director of Island Operations of the documents and any amendments thereto. CERTIFICATE OF SECRETARY I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors

Helen Nigg, Secretary

of the Authority at a properly noticed meeting on May 12, 2010.

# THIRTY FOUR AMENDMENT TO LEASE AGREEMENT N6247499RP42P12 BETWEEN THE UNITED STATES OF AMERICA AND TREASURE ISLAND DEVELOPMENT AUTHORITY

THIS LEASE AMENDMENT made this \_\_\_day of\_\_\_\_2010, by and between the UNITED STATES OF AMERICA, acting by and through the Department of the Navy, hereinafter called the "Government", and the TREASURE ISLAND DEVELOPMENT AUTHORITY, hereinafter called the "Lessee":

WHEREAS, the parties hereto, as of 19 November 1998, entered into Lease Agreement N6247499RP42P12 under the terms of which the Lessee uses certain real property for space located at the former Naval Station, Treasure Island; and

WHEREAS, the parties agree to amend the terms of the Lease Agreement.

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth; the following paragraphs to Lease N6247499RP42P12 are hereby amended to reflect the following changes;

1. Paragraph 2 TERM, delete in its entirety and the following paragraph is inserted therefore:

"The term of this Lease shall be for a period of one (1) year beginning on 1 December 2010 and ending on 30 November 2011, unless sooner terminated in accordance with the provisions of Paragraph 14, Termination."

All other terms and conditions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have, on the respective dates set forth above duly executed this amendment to the Lease as of the day and year first above written.

UNITED STATES OF AMERICA	TREASURE ISLAND DEVELOPMENT AUTHORITY
Title	Title
APPROVED AS TO FORM:	

CITY ATTORNEY







# AGENDA ITEM 6D Treasure Island Development Authority City and County of San Francisco

Meeting of May 12, 2010

Subject: Resolution Authorizing the Twenty Second Amendment to the Treasure Island

Event Venues Master Lease between the Authority and the Navy to Extend the Term

(Action Item)

Contact Mirian Saez, Director of Island Operations

Phone (415) 274-0660

#### BACKGROUND

On September 4, 1998, the Treasure Island Development Authority ("Authority") entered into lease agreement N6247498RP00Q03 with the United States Navy (the "Event Venues Master Lease") for certain land and structures on former Naval Station Treasure Island. The lease premises includes event venues managed by the Joint Venture between TIHDI, Toolworks and Wine Valley Catering, as well as the Treasure Island Great Lawn. The Authority does not pay any base rent under the Event Venues Master Lease.

The term of the Event Venues Master Lease will expire on November 30, 2010. The proposed Twenty Second Amendment will extend the term to November 30, 2011 on the same terms and conditions as the existing Event Venues Master Lease. The Authority's Bylaws dictate that subsequent to Authority Board approval, this Twenty Second Amendment is subject to approval by the San Francisco Board of Supervisors as it is an agreement with a term of 10 years or longer.

#### FINANCIAL IMPACT

There will be no financial impact on the budget for the Treasure Island Development Authority.

#### RECOMMENDATION

Project Staff recommends approval of the Twenty Second Amendment to the Event Venues Master Lease Agreement N6247498RP00Q03 to extend the term for the period commencing December 1, 2010 and expiring on November 30, 2011.

Prepared by Peter Summerville for Mirian Saez, Director Island Operations



[Amendment to Navy Event Venues Master Lease N6247498RP00Q03]

RESOLUTION AUTHORIZING THE TWENTY SECOND AMENDMENT TO THE TREASURE ISLAND EVENT VENUES MASTER LEASE BETWEEN THE AUTHORITY AND THE NAVY TO EXTEND THE TERM.

WHEREAS, The Treasure Island Development Authority ("Authority") and the United States of America, acting by and through the Department of the Navy (the "Navy"), entered into a master lease dated September 4, 1998, for the Authority to use and sublease certain land and structures in the Event Venues area of Treasure Island (as amended from time to time, the "Event Venues Master Lease") at no rent; and,

WHEREAS, The Event Venues Master Lease enables the Authority to sublease portions of the master leased area for interim uses and generate revenues to support the interim uses and the future redevelopment of the former Naval Station Treasure Island; and,

WHEREAS, The term of the Event Venues Master Lease expires on November 30, 2010; and,

WHEREAS, The Authority wishes to extend the term of such lease for a term beginning on December 1, 2010 and ending on November 30, 2011, unless sooner terminated in accordance with the terms and conditions of the Event Venues Master Lease; and.

WHEREAS, The Navy concurs with such extension; Now, Therefore, Be It

RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations to enter into an amendment to the Event Venues Master Lease in substantially the form attached hereto as Exhibit A, subject to the Board of Supervisors approval of the amendment as required under the Authority's Bylaws; and be it

FURTHER RESOLVED. That the Board of Directors hereby authorizes the Director of Island Operations to enter into any additions, amendments or other modifications to the amendment that the Director of Island Operations determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the amendment, such determination to be conclusively evidenced by the execution and delivery by the Director of Island Operations of the documents and any amendments thereto. CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on May 12, 2010.

Helen Nigg, Secretary

# TWENTY SECOND AMENDMENT TO LEASE AGREEMENT N6247498RP00Q03 BETWEEN THE UNITED STATES OF AMERICA AND TREASURE ISLAND DEVELOPMENT AUTHORITY

THIS LEASE AMENDMENT made this day of 2010, by and between the UNITED STATES OF AMERICA, acting by and through the Department of the Navy, hereinafter called the "Government", and the TREASURE ISLAND DEVELOPMENT AUTHORITY, hereinafter called the "Lessee";

WHEREAS, the parties hereto, as of 4 September 1998, entered into Lease Agreement N6247498RP00Q03 under the terms of which the Lessee uses certain real property for space located at the former Naval Station, Treasure Island; and

WHEREAS, the parties agree to amend the terms of the Lease Agreement.

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth; the following paragraphs to Lease N6247498RP00Q03 are hereby amended to reflect the following changes;

1. Paragraph 2 TERM, delete in its entirety and the following paragraph is inserted therefore:

"The term of this Lease shall be for a period of one (1) year beginning on 1 December 2010 and ending on 30 November 2011, unless sooner terminated in accordance with the provisions of Paragraph 14, Termination."

All other terms and conditions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have, on the respective dates set forth above duly executed this amendment to the Lease as of the day and year first above written.

UNITED STATES OF AMERICA	TREASURE ISLAND DEVELOPMENT AUTHORITY
Title	Title
APPROVED AS TO FORM:	
CITY ATTORNEY	







#### AGENDA ITEM 6E

#### Treasure Island Development Authority City and County of San Francisco Meeting of May 12, 2010

Subject: Resolution Authorizing the Fourteenth Amendment to the Treasure Island Marina
Master Lease between the Authority and the Navy to Extend the Term (Action Item)

Contact Mirian Saez, Director of Island Operations

Phone (415) 274-0660

#### BACKGROUND

On September 4, 1998, the Treasure Island Development Authority ("Authority") entered into Lease Number N6247498RP00Q01 with the United States Navy (as amended from time to time, the "Marina Master Lease"). The lease premises include certain land and buildings, including the Treasure Island Marina, the marina boat slips and the Treasure Island Yacht Club. The Authority does not pay any base rent under the Marina Master Lease.

The term of the Marina Master Lease will expire on November 30, 2010. The proposed Fourteenth Amendment will extend the term to November 30, 2011 on the same terms and conditions as the existing Marina Master Lease. The Authority's Bylaws require that subsequent to Authority Board approval, this Fourteenth Amendment is subject to approval by the San Francisco Board of Supervisors as it is an agreement with a term of 10 years or longer.

#### FINANCIAL IMPACT

There will be no financial impact on the budget for the Treasure Island Development Authority.

#### RECOMMENDATION

Project Staff recommends approval of the Fourteenth Amendment to Marina Master Lease Agreement N6247498RP00Q01 to extend the term for the period commencing December 1, 2010 and expiring on November 30, 2011.

Prepared by Peter Summerville for Mirian Saez, Director Island Operations



WHEREAS, The Treasure Island Development Authority ("Authority") and the United States of America, acting by and through the Department of the Navy (the "Navy"), entered into a master lease dated September 4, 1998, for the Authority to use and rent out certain land and structures, the marina and marina boat slips in the marina area of Treasure Island (as amended from time to time, the "Treasure Island Marina Master Lease") at no rent; and,

WHEREAS, The Treasure Island Marina Master Lease enables the Authority to sublease portions of the master leased area for interim uses and generate revenues to support the interim uses and the future redevelopment of the former Naval Station Treasure Island; and.

WHEREAS, The term of the Treasure Island Marina Master Lease expires on November 30, 2010; and,

WHEREAS, The Authority wishes to extend the term of such lease from December 1, 2010 and ending on November 30, 2011, unless sooner terminated in accordance with the terms and conditions of the Treasure Island Marina Master Lease; and,

WHEREAS, The Navy concurs with such extension; Now, Therefore, Be It

RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations to enter into an amendment to the Treasure Island Marina Master Lease in substantially the form attached hereto as Exhibit A, subject to the Board of Supervisors approval of the amendment as required under the Authority's Bylaws; and, be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations to enter into any additions, amendments or other modifications to the amendment that the Director of Island Operations determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the amendment, such determination to be conclusively evidenced by the execution and delivery by the Director of Island Operations of the documents and any amendments thereto.

#### CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on May 12, 2010.

Helen Nigg, Secretary

## FOURTEENTH AMENDMENT TO LEASE AGREEMENT NG247498RP00Q01 BETWEEN THE UNITED STATES OF AMERICA AND

#### AND TREASURE ISLAND DEVELOPMENT AUTHORITY

2010, by and between the

THIS LEASE AMENDMENT made this day of

UNITED STATES OF AMERICA, acting by and through the Department of the Navy, hereinafter called the "Government", and the TREASURE ISLAND DEVELOPMENT AUTHORITY, hereinafter called the "Lessee"; WHEREAS, the parties hereto, as of 4 September 1998, entered into Lease Agreement N6247498RP00001 under the terms of which the Lessee uses certain real property for space located at the former Naval Station, Treasure Island; and WHEREAS, the parties agree to amend the terms of the Lease Agreement. NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth; the following paragraphs to Lease N6247498RP00Q01 are hereby amended to reflect the following changes; 1. Paragraph 2 TERM, delete in its entirety and the following paragraph is inserted therefore: "The term of this Lease shall be for a period of one (1) year beginning on 1 December 2010 and ending on 30 November 2011, unless sooner terminated in accordance with the provisions of Paragraph 14, Termination" All other terms and conditions of the Lease Agreement shall remain in full force and effect. IN WITNESS WHEREOF, the parties hereto have, on the respective dates set forth above duly executed this amendment to the Lease as of the day and year first above written. UNITED STATES OF AMERICA TREASURE ISLAND DEVELOPMENT AUTHORITY Title APPROVED AS TO FORM: CITY ATTORNEY







#### AGENDA ITEM 6F Treasure Island Development Authority City and County of San Francisco Meeting of May 12, 2010

Subject: Resolution Authorizing the Sixth Amendment to the Treasure Island Childcare

Center Master Lease between the Authority and the Navy to Extend the Term

(Action Item)

Contact Mirian Saez, Director of Island Operations

Phone (415) 274-0660

#### BACKGROUND

On October 1, 2001, the Treasure Island Development Authority ("Authority") entered into Lease Number N6871102RP02P09 with the United States Navy (as amended from time to time, the "Childcare Master Lease"). The lease premises include land and structures that are subsequently subleased to Catholic Charities for the purpose of operating a Childcare Center on Treasure Island. The Authority does not pay any Base Rent under the Childcare Master Lease.

The term of the Childcare Master Lease will expire on November 30, 2010. The proposed Sixth Amendment will extend the term to November 30, 2011 on the same terms and conditions as the existing Master Lease. The Authority's Bylaws require that subsequent to Authority Board approval, this Sixth Amendment is subject to approval by the San Francisco Board of Supervisors as it is an agreement with a term of 10 years or longer.

#### FINANCIAL IMPACT

There will be no financial impact on the budget for the Treasure Island Development Authority.

#### RECOMMENDATION

Project Staff recommends approval of Sixth Amendment to the Childcare Center Master Lease Agreement N6871102RP02P09 to extend the term for the period commencing December 1, 2010 and expiring on November 30, 2011.

Prepared by Peter Summerville for Mirian Saez, Director Island Operations



[Amendment to Navy Childcare Center Master Lease N6871102RP02P09]

RESOLUTION AUTHORIZING THE SIXTH AMENDMENT TO THE TREASURE ISLAND

CHILDCARE CENTER MASTER LEASE BETWEEN THE AUTHORITY AND THE NAVY TO

EXTEND THE TERM

WHEREAS, The Treasure Island Development Authority ("Authority") and the United States of America, acting by and through the Department of the Navy (the "Navy"), entered into a master lease dated October 1, 2001, for the Authority to use and rent out certain land and buildings in certain areas of Treasure Island (as amended from time to time, the "Childcare Center Master Lease") at no rent; and,

WHEREAS, The Childcare Center Master Lease enables the Authority to sublease the master leased area for interim uses and generate revenues to support the interim uses and the future redevelopment of the former Naval Station Treasure Island; and,

WHEREAS, The term of the Childcare Center Master Lease expires on November 30, 2010; and,

WHEREAS, The Authority wishes to extend the term of such lease for a period of one
(1) year beginning on December 1, 2010 and ending on November 30, 2011, unless sooner
terminated in accordance with the terms and conditions of the Master Lease; and,

WHEREAS, The Navy concurs with such extension; Now, Therefore, Be It

RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations to enter into an amendment to the Childcare Center Master Lease in substantially the form attached hereto as Exhibit A, subject to Board of Supervisors approval of the amendment as required under the Authority's Bylaws; and, be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations to enter into any additions, amendments or other modifications to the amendment that the Director of Island Operations determines in consultation with the City

Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the amendment, such determination to be conclusively evidenced by the execution and delivery by the Director of Island Operations of the documents and any amendments thereto.

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CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on May 12, 2010.

Helen Nigg, Secretary

### SIXTH AMENDMENT TO LEASE AGREEMENT N6871102RP02P09 BETWEEN THE UNITED STATES OF AMERICA AND

### TREASURE ISLAND DEVELOPMENT AUTHORITY

THIS LEASE AMENDMENT made this	nd through the Department of the Navy, REASURE ISLAND DEVELOPMENT
WHEREAS, the parties hereto, as of 1 October N6871102RP02P09 under the terms of which the located at the former Naval Station, Treasure Is	he Lessee uses certain real property for space
WHEREAS, the parties agree to amend the term	ns of the Lease Agreement.
NOW THEREFORE, in consideration of set forth; the following paragraphs to Lease N6 the following changes;	of the terms, covenants and conditions hereinafter 871102RP02P09 are hereby amended to reflect
1. Paragraph 2 TERM, delete in its entirety an	d the following paragraph is inserted therefore:
"The term of this Lease shall be for a period of ending on 30 November 2011, unless sooner ter Paragraph 14, Termination"	one (1) year beginning on 1 December 2010 and rminated in accordance with the provisions of
All other terms and conditions of the Lease Agr	reement shall remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto ha executed this amendment to the Lease as of the	
UNITED STATES OF AMERICA	TREASURE ISLAND DEVELOPMENT AUTHORITY
Title	Title
APPROVED AS TO FORM:	
CITY ATTORNEY	







#### AGENDA ITEM 6G

#### Treasure Island Development Authority City and County of San Francisco Meeting of May 12, 2010

Subject: Resolution Authorizing the Twenty Sixth Amendment to the Treasure Island South

Waterfront Master Lease between the Authority and the Navy to Extend the Term

(Action Item)

Contact Mirian Saez, Director of Island Operations

Phone (415) 274-0660

#### BACKGROUND

On September 4, 1998, the Authority entered into Lease Number N6247498RP00P99 with the United States Navy (the "South Waterfront Master Lease"). The lease premises includes certain land and structures on former Naval Station Treasure Island, including the Administration Building, Building 180, a portion of which is currently subleased to Epic Space LLC, Hangar 2, which is currently subleased to Island Creative Management, and Hangar 3, which is used for Special Events and Film Production. The Authority does not pay any Base Rent under the Master Lease.

The term of the Master Lease will expire on November 30, 2010. This Amendment will extend the term to November 30, 2011 on the same terms and conditions as the existing Master Lease. TIDA Bylaws dictate that subsequent to TIDA Board approval, this Thirty Fourth Amendment is subject to approval by the San Francisco Board of Supervisors as it is an agreement with a term 10 years or longer.

#### FINANCIAL IMPACT

There will be no financial impact on the budget for the Treasure Island Development Authority.

#### RECOMMENDATION

Project Staff recommends approval of the South Waterfront Master Lease Agreement N6247498RP00P99 commencing December 1, 2010 and expiring on November 30, 2011.

Prepared by Peter Summerville for Mirian Saez, Director Island Operations



[Amendment to Navy Master Lease N6247498RP00P99]

RESOLUTION AUTHORIZING THE TWENTY SIXTH AMENDMENT TO THE TREASURE ISLAND SOUTH WATERFRONT MASTER LEASE BETWEEN THE AUTHORITY AND THE NAVY TO EXTEND THE TERM

WHEREAS, The Treasure Island Development Authority ("Authority") and the United States of America, acting by and through the Department of the Navy (the "Navy"), entered into a master lease dated September 4, 1998, for the Authority to use and rent out certain land and buildings in certain areas of Treasure Island (the "South Waterfront Master Lease") at no rent; and,

WHEREAS, The South Waterfront Master Lease enables the Authority to sublease portions of the master leased area for interim uses and generate revenues to support the interim uses and the future redevelopment of the former Naval Station Treasure Island; and,

WHEREAS, The term of the South Waterfront Master Lease expires on November 30, 2010; and.

WHEREAS, The Authority wishes to extend the term of such lease for a period of one (1) year beginning on December 1, 2010 and ending on November 30, 2011, unless sooner terminated in accordance with the terms and conditions of the Master Lease; and,

WHEREAS, The Navy concurs with such extension; Now, Therefore, Be It

RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations to enter into an amendment to the South Waterfront Master Lease in substantially the form attached hereto as Exhibit A, and be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations to enter into any additions, amendments or other modifications to the amendment that the Director of Island Operations determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the

obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the amendment, such determination to be conclusively evidenced by the execution and delivery by the Director of Island Operations of the documents and any amendments thereto. CERTIFICATE OF SECRETARY I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on May 12, 2010. Helen Nigg, Secretary 

### TWENTY SIXTH AMENDMENT TO LEASE AGREEMENT N6247498RP00P99 BETWEEN THE UNITED STATES OF AMERICA AND

#### TREASURE ISLAND DEVELOPMENT AUTHORITY

THIS LEASE AMENDMENT made this UNITED STATES OF AMERICA, acting by an hereinafter called the "Government", and the TI AUTHORITY, hereinafter called the "Lessee";	nd through the Department of the Navy,
WHEREAS, the parties hereto, as of 4 Septemb N6247498RP00P99 under the terms of which the located at the former Naval Station, Treasure Is	e Lessee uses certain real property for space
WHEREAS, the parties agree to amend the term	ns of the Lease Agreement.
NOW THEREFORE, in consideration of set forth; the following paragraphs to Lease N62 the following changes;	of the terms, covenants and conditions hereinafter 247498RP00P99 are hereby amended to reflect
1. Paragraph 2 TERM, delete in its entirety and	the following paragraph is inserted therefore:
"The term of this Lease shall be for a period of ending on 30 November 2011, unless sooner ter Paragraph 14, Termination."	one (1) year beginning on 1 December 2010 and minated in accordance with the provisions of
All other terms and conditions of the Lease Agr	eement shall remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto ha executed this amendment to the Lease as of the	
UNITED STATES OF AMERICA	TREASURE ISLAND DEVELOPMENT AUTHORITY
Title	Title
APPROVED AS TO FORM:	
CIETY ATTODATEM	







#### AGENDA ITEM 6H Treasure Island Development Authority City and County of San Francisco Meeting of May 12, 2010

Subject: Resolution Approving and Authorizing the Execution of Sublease No. 263 with

William Collister and Gerrid Joy, individuals, for Approximately Thirty Thousand (30,000) square feet of shed space located at Building 201, Treasure Island (Action

Item)

Contact: Richard A. Rovetti, Deputy Director of Real Estate

Phone: 415-274-3365

#### BACKGROUND

William Collister and Gerrid Joy, individuals (hereafter referred to as "Collister and Joy"), have been a subtenant in good standing with the Treasure Island Development Authority (hereafter referred to as the "Authority") for over four years. During this period, Collister and Joy have acted as a responsible subtenant and Treasure Island community partner.

#### SUBLEASE TERMS AND CONDITIONS

Collister and Joy desire to sublease additional shed space in Building 201 and will sign the Authority's standard form Sublease document. The salient terms and conditions of the proposed Sublease include the following:

**Premises:** Approximately Thirty Thousand (30,000) square feet of shed space

located at Building 201, Treasure Island

Location: Building 201, Treasure Island

Commencement Date: June 1, 2010

Lease Expiration

Date: November 30, 2010

Lease Term: Month-to-Month

Base Rent: Six Thousand and Three Hundred Dollars (\$6,300.00) per month

(Twenty One Cents (\$0.21) per square foot)

Use: Woodshop, display in connection with Subtenant's cabinetmaking

business, and general storage of tools, materials, supplies and other related nonhazardous materials and equipment only and for no

other purpose.

Security Deposit: Six Thousand and Three Hundred Dollars (\$6,300.00)

#### PROPOSED MONTHLY BASE RENT

Under the Authority's Interim Subleasing Policy, the Minimum Rental Rate Schedule sets ranges of minimum sublease rental rates per square foot by type of use and facility for office and industrial space. Authority Staff reviews and analyzes available commercial data including market comparables of properties similarly situated to the Authority properties and evaluates the Authority transactions over the past 12 months to establish fair market value. The Authority Board last approved the Minimum Rental Rate Schedule on November 18, 2009, by Resolution No. 09-62-11/18. Per the Schedule, the minimum monthly rental rate for space at Building 201 is \$.20 PSF. Authority Staff and Collister and Joy have negotiated a Sublease that exceeds the minimum monthly rental rate.

Under the Authority's Interim Sublease Policy, the Security Deposit is set at two times Base Rent. Collister and Joy is requesting a Security Deposit equal to one month Base Rent totaling \$6,300.00. Given the history of Collister and Joy as being a tenant in good standing, Authority Staff recommends that the Security Deposit be reduced to one month Base Rent.

#### **BUDGET IMPACT**

The proposed Sublease will provide an increase of approximately \$75,600.00 per year to the Authority's budget.

#### RECOMMENDATION

The Authority Staff recommends that the Authority Board of Directors approve the Sublease with William Collister and Gerrid Joy, individuals, and authorize the Director of Island Operations or her designee to execute said Sublease for approximately Thirty Thousand (30,000) square feet of shed space located at Building 201, Treasure Island, for a month-to-month term, and subject to the additional terms and conditions set forth above.

 ${\it EXHIBIT\,A-Sublease\,No.\,263}\ between the\ Treasure\ Island\ Development\ Authority\ and\ William\ Collister\ and\ Gerrid\ Joy,\ individuals$ 

Prepared by: Richard A. Rovetti, Deputy Director of Real Estate For: Mirian Saez, Director of Island Operations

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[Sublease with William Collister and Gerrid Joy, Individuals]

Resolution Approving and Authorizing the Execution of Sublease No. 263 with William Collister and Gerrid Joy, individuals, for Approximately Thirty Thousand (30,000) square feet of shed space located at Building 201, Treasure Island.

WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America, acting by and through the Department of the Navy; and,

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco (the "City"); and,

WHEREAS, William Collister and Gerrid Joy, individuals (hereafter referred to as "Collister and Joy"), have been a subtenant in good standing with the Authority for over four years; and,

WHEREAS, Under the proposed Sublease, Collister and Joy is requesting a month-tomonth Sublease for use of Building 201 located on Treasure Island, with a monthly base rent of \$6,300.00 or \$.21 per square foot that is consistent with the Authority's Approved Minimum Rent Schedule for 2009 and 2010; and,

WHEREAS, Collister and Joy is requesting the Security Deposit be reduced from two times Base Rent to one month's Base Rent totaling \$6,300.00; and.

WHEREAS, Although the Authority usually requires a Security Deposit equal to two times Base Rent, given the history of Collister and Joy as being a tenant in good standing, Authority Staff believes a Security Deposit of one month is sufficient; now, therefore, be it

RESOLVED, That the Board of Directors hereby approves the month-to-month Sublease to William Collister and Gerrid Joy, individuals, for approximately Thirty Thousand (30,000) square feet of shed space located at Building 201, Treasure Island, and authorizes the Director of Island Operations or her designee to execute said Sublease in substantially the form attached hereto as Exhibit A; and be it

FURTHER RESOLVED, That the Board of Directors hereby finds that (i) entering into the Sublease will serve the goals of the Authority and the public interests of the City, and (ii) the terms and conditions of the Sublease are economically reasonable; and be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations to enter into any additions, amendments or other modifications to the Sublease that the Director of Island Operations determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the Sublease, such determination to be conclusively evidenced by the execution and delivery by the Director of Island Operations of the documents and any amendments thereto.

#### CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island

Development Authority, a California nonprofit public benefit corporation, and that the
above Resolution was duly adopted and approved by the Board of Directors of the

Authority at a properly noticed meeting on May 12, 2010.

Helen Nigg, Secretary



# SUBLEASE No. 263

between

## TREASURE ISLAND DEVELOPMENT AUTHORITY

as Sublandlord

and

## WILLIAM COLLISTER AND GERRID JOY Individuals

as Subtenant

For the Sublease of a portion of

**Building 201** 

Treasure Island Naval Station San Francisco, California

June 1, 2010

## TREASURE ISLAND SUBLEASE

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# LIST OF EXHIBITS:

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## TREASURE ISLAND SUBLEASE

THIS SUBLEASE (the "Sublease"), dated for reference purposes only as of June 1, 2010, is by and between the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California public benefit corporation ("Sublandlord"), and WILLIAM COLLISTER AND GERRID JOY, individuals ("Subtenant"). From time to time, Sublandlord and Subtenant together shall be referred to herein as the "Parties".

This Sublease is made with reference to the following facts and circumstances:

- A. The United States of America, acting by and through the Department of Navy ("Master Landlord") and Sublandlord entered into a lease dated November 19, 1998, as amended from time to time (the "Master Lease"), a copy of which is attached hereto as <a href="Exhibit A"><u>Exhibit A</u></a>. Under the Master Lease, the Master Landlord leased to Sublandlord certain real property located on Treasure Island Naval Station (the "Property"), as more particularly described in the Master Lease.
- B. Sublandlord and Subtenant are parties to Sublease No. 56 dated as of June 13, 2008, as amended by the First Amendment to Sublease dated as of July 18, 2008 and the Second Amendment to Sublease dated as of December 1, 2008 (collectively, the "Original Sublease"), for a portion of the Property consisting of approximately twenty-four thousand two hundred twenty-nine (24,229) square feet of shed space located at Building 201, Treasure Island, San Francisco, California. Subtenant desires to sublet from Sublandlord, and Sublandlord is willing to sublet to Subtenant, additional space in Building 201 on the terms and conditions contained in this Sublease. The Original Sublease will terminate as of the Commencement Date described below, and this Sublease will supersede the Original Sublease from and after the Commencement Date.

NOW THEREFORE, Sublandlord and Subtenant hereby agree as follows:

### 1. BASIC SUBLEASE INFORMATION

The following is a summary of basic sublease information (the "Basic Sublease Information"). Each item below shall be deemed to incorporate all of the terms of this Sublease pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of this Sublease, the more specific provision shall control.

Sublease Reference Date:

June 1, 2010

Sublandlord:

TREASURE ISLAND DEVELOPMENT AUTHORITY, a California public benefit corporation Subtenant:

WILLIAM COLLISTER AND GERRID JOY, individuals

Subleased Premises (Section 2.1):

Approximately Thirty Thousand (30,000) square feet of shed space located at Building 201, Treasure Island, San Francisco, CA. as more particularly shown on Exhibit B, attached hereto.

Facility:

Building 201

Term: (Section 4.1):

Commencement date: June 1, 2010 Expiration date: November 30, 2010

Notwithstanding anything in this Sublease to the contrary, either Sublandlord or Subtenant, in its sole discretion, may terminate this Sublease for any reason upon delivery of not less than thirty (30) days' prior written notice to the other party.

Sublandlord and Subtenant acknowledge that the Original Sublease will terminate as of the Commencement Date described above, and this Sublease will supersede the Original Sublease from and after the Commencement Date

Base Rent (Section 5.1):

Six Thousand and Three Hundred Dollars (\$6,300.00) per month (Twenty One Cents (\$0.21) per square foot)

Rent Adjustment Date(s) (Section 5.2):

Not applicable

Rent Increase Percentage (Section 5.2):

Not applicable

Use (Section 7.1):

Woodshop, display in connection with Subtenant's cabinetmaking business, and general storage of tools, materials, supplies and other related nonhazardous materials and equipment only and for no other purpose. Repair Amount (Section 13.1):

Ten Thousand Dollars (\$10,000)

Security Deposit (Section 19.3):

Six Thousand and Three Hundred Dollars (\$6,300.00)

Notice Address of Sublandlord (Section 21.1):

Treasure Island Development Authority Treasure Island Project Office One Avenue of Palms Building 1, 2nd Floor Treasure Island San Francisco, CA 94130 Attn: Mirian Saez Director of Island Operations

with a copy to:

Office of the City Attorney City Hall, Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 Attn: Eileen M. Malley Fax No.: (415) 554-4755

Notice Address of Subtenant (Section 21.1):

William Collister 1842 Illinois Street San Francisco, CA. 94124

Attn: Mr. William Collister Phone No.: (415) 305-8120

Notice Address of Master Landlord (Section 21.1):

Department of The Navy Base Realignment and Closure Program Management Office West 1455 Frazee Road, Suite 900 San Diego, CA 92108-4310 Fax #: (619) 532-9858

#### 2. PREMISES

2.1. <u>Subleased Premises</u>. Subject to the terms, covenants and conditions of this Sublease, Sublandlord subleases to Subtenant the Premises. Subtenant shall have the non-exclusive right to use, together with other subtenants in the Facility, the lobbies, corridors, elevators, stairways

and other public areas of the Facility and the Property (collectively, the "Common Areas"), and the non-exclusive right of access to and from the Premises by the main entrances to the Facility and the Property.

In the event Subtenant uses or occupies space outside the Premises without the prior written consent of Sublandlord (the "Encroachment Area"), then upon written notice from Sublandlord ("Notice to Vacate"), Subtenant shall immediately vacate such Encroachment Area and pay as additional rent for each day Subtenant used, occupied, uses or occupies such Encroachment Area, an amount equal to the rentable square footage of the Encroachment Area, multiplied by the higher of the (a) highest rental rate then approved by Sublandlord's Board of Directors for the Premises or the Facility, or (b) then current fair market rent for such Encroachment Area, as reasonably determined by Sublandlord (the "Encroachment Area Charge"). If Subtenant uses or occupies such Encroachment Area for a fractional month, then the Encroachment Area Charge for such period shall be prorated based on a thirty (30) day month. In no event shall acceptance by Sublandlord of the Encroachment Area Charge be deemed a consent by Sublandlord to the use or occupancy of the Encroachment Area by Subtenant or a waiver (or be deemed as waiver) by Sublandlord of any and all other rights and remedies of Sublandlord under this Sublease (including Subtenant's obligation to indemnify, defend and hold Sublandlord harmless as set forth in the last paragraph of this Section 2.1), at law or in equity.

In addition to the foregoing amount, Subtenant shall pay to Sublandlord, as additional rent, an amount equaling Two Hundred Dollars (\$200.00) upon delivery of the initial Notice to Vacate plus the actual cost associated with a survey of the Encroachment Area. In the event Sublandlord determines during subsequent inspection(s) that Subtenant has failed to vacate the Encroachment Area, then Subtenant shall pay to Sublandlord, as additional rent, an amount equaling Three Hundred Dollars (\$300.00) for each additional Notice to Vacate, if applicable, delivered by Sublandlord to Subtenant following each inspection. The parties agree that the charges associated with each inspection of the Encroachment Area, delivery of each Notice to Vacate and survey of the Encroachment Area represent a fair and reasonable estimate of the administrative cost and expense which Sublandlord will incur by reason of Sublandlord's inspection of the Premises, issuance of each Notice to Vacate and survey of the Encroachment Area. Subtenant's failure to comply with the applicable Notice to Vacate and Sublandlord's right to impose the foregoing charges shall be in addition to and not in lieu of any and all other rights and remedies of Sublandlord under this Sublease, at law or in equity. The amounts set forth in this Section 2.1 shall be due within three (3) business days following the applicable Notice to Vacate and/or separate invoice relating to the actual cost associated with a survey of the Encroachment Area.

In addition to the rights and remedies of Sublandlord as set forth in the immediately foregoing two paragraphs of this <u>Section 2.1</u>, the terms and conditions of the indemnity and exculpation provision set forth in <u>Section 16</u> below shall also apply to Subtenant's use and occupancy of the Encroachment Area as if the Premises originally included the Encroachment Area, and Subtenant shall additionally indemnify, defend and hold Sublandlord harmless from

and against any and all loss or liability resulting from delay by Subtenant in so surrendering the Encroachment Area including, without limitation, any loss or liability resulting from any claims against Sublandlord made by any tenant or prospective tenant founded on or resulting from such delay and losses to Sublandlord due to lost opportunities to lease any portion of the Encroachment Area to any such tenant or prospective tenant, together with, in each case, actual attorneys' fees and costs.

By placing their initials below, each party specifically confirms the accuracy of the statements made in this <u>Section 2.1</u> and the reasonableness of the amount of the charges described in this <u>Section 2.1</u>.

Initials:	Sublandlord	Subtenant

# 2.2. As Is Condition of Premises.

- (a) Inspection of Premises. Subtenant represents and warrants that Subtenant has conducted a thorough and diligent inspection and investigation, either independently or through its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns, and each of them ("Subtenant's Agents"), of the Premises and the suitability of the Premises for Subtenant's intended use. Subtenant is fully aware of the needs of its operations and has determined, based solely on its own investigation, that the Premises are suitable for its operations and intended uses. As part of its inspection of the Premises, Subtenant acknowledges its receipt and review of the Seismic Report referenced in Section 2.2(c) below and the Joint Inspection Report referenced in Section 6 of the Master Lease.
- As Is; Disclaimer of Representations. Subtenant acknowledges and agrees that the (b) Premises are being subleased and accepted in their "AS IS, WITH ALL FAULTS" condition, without representation or warranty of any kind, and subject to all applicable laws, statutes, ordinances, resolutions, regulations, proclamations, orders or decrees of any municipal, county, state or federal government or other governmental or regulatory authority with jurisdiction over the Premises, or any portion thereof, whether currently in effect or adopted in the future and whether or not in the contemplation of the Parties, including without limitation the orders and citations of any regulatory authority with jurisdiction over life and safety issues concerning the Premises governing the use, occupancy, management, operation and possession of the Premises ("Laws"). Without limiting the foregoing, this Sublease is made subject to any and all covenants, conditions, restrictions, easements and other title matters affecting the Premises, or any portion thereof, whether or not of record. Subtenant acknowledges and agrees that neither Sublandlord. the City and County of San Francisco ("City"), nor any of their respective officers, directors, employees, agents, affiliates, subsidiaries, licensees or contractors, or their respective heirs, legal representatives, successors and assigns ("Sublandlord's Agents") have made, and Sublandlord hereby disclaims, any representations or warranties, express or implied, concerning (i) title or survey matters affecting the Premises, (ii) the physical, geological, seismological or

environmental condition of the Premises, including, without limitation, the matters described in the Seismic Report (as defined below), (iii) the quality, nature or adequacy of any utilities serving the Premises, (iv) the feasibility, cost or legality of constructing any Alterations on the Premises if required for Subtenant's use and permitted under this Sublease, (v) the safety of the Premises, whether for the use by Subtenant or any other person, including Subtenant's Agents or Subtenant's clients, customers, vendors, invitees, guests, members, licensees, assignees or subtenants ("Subtenant's Invitees"), or (vi) any other matter whatsoever relating to the Premises or their use, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

(c) Scismic Report. Without limiting Section 2.2(b) above, Subtenant expressly acknowledges for itself and Subtenant's Agents that it received and read that certain report dated August 1995, entitled "Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions," prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco (the "Seismic Report"), a copy of the cover page of which is attached hereto as Exhibit C. Subtenant has had an adequate opportunity to review the Seismic Report with expert consultants of its own choosing. The Seismic Report, among other matters, describes the conditions of the soils of the Property and points out that in the area of the Property where the Premises are located, an earthquake of magnitude 7 or greater is likely to cause the ground under and around the Premises to spread laterally to a distance of ten (10) or more feet and/or result in other risks. In that event, there is a significant risk that any structures or improvements located on or about the Premises, may fail structurally and collapse.

### 3. COMPLIANCE WITH MASTER LEASE

- 3.1. <u>Incorporation by Reference</u>. All of the terms and conditions of the Master Lease are hereby incorporated by reference into this Sublease as if fully set forth herein.
- 3.2. Performance of Master Landlord's Obligations. Sublandlord does not assume the obligations of Master Landlord under the Master Lease. With respect to work, services, repairs, restoration, the provision of utilities or HVAC services, or the performance of any other obligations required of Master Landlord under the Master Lease, Sublandlord's sole obligation with respect thereto shall be to request the same, on request in writing by Subtenant, and to use reasonable efforts to obtain the same from Master Landlord. Subtenant shall cooperate with Sublandlord as may be required to obtain from Master Landlord any such work, services, repairs, repainting, restoration, the provision of utilities or HVAC services, or the performance of any of Master Landlord's obligations under the Master Lease.
- 3.3. <u>Conflict</u>. If any of the provisions of this Sublease conflict with any portion of the Master Lease as incorporated herein, then the terms of the Master Lease shall govern.
- 3.4. Compliance with Master Lease. Subtenant shall not do or permit to be done anything

which would constitute a violation or a breach of any of the terms, conditions or provisions of the Master Lease or which would cause the Master Lease to be terminated or forfeited by virtue of any rights of termination reserved by or vested in the Master Landlord.

## TERM

- 4.1. <u>Term of Sublease</u>. The term of this Sublease (the "Term") shall commence on the Commencement Date set forth in the Basic Sublease Information, and expire on the Expiration Date set forth in the Basic Sublease Information, unless sooner terminated pursuant to the terms of this Sublease.
- 4.2. <u>Effective Date</u>. This Sublease shall become effective on the date (the "Effective Date") upon the later of (i) the Parties' execution and delivery of this Sublease, (ii) Sublandlord's Board of Director's approval of this Sublease at a duly noticed meeting, if such approval is required, or (iii) the Commencement Date.
- 4.3. <u>Automatic Termination</u>. If the Master Lease terminates for any reason whatsoever, this Sublease shall automatically terminate and the Parties shall thereafter be relieved from all liabilities and obligations under this Sublease, except for liabilities and obligations which expressly survive termination of this Sublease. Subtenant acknowledges and agrees that it has reviewed the Master Lease, is aware of the circumstances upon which the Master Lease may be terminated and hereby assumes all risks associated with the automatic termination of this Sublease because of the termination of the Master Lease.
- 4.4. <u>Termination by Sublandlord</u>. Subtenant's period of occupancy of the Premises is subject to Sublandlord's right to terminate this Sublease as provided herein at such time as Sublandlord determines, in its sole discretion, that the Premises are needed in connection with a Sublandlord program or project. As used herein, "Sublandlord program or project" shall mean any development or renovation, by public and/or private parties, of the building or land in or on which the Premises are located. In the event of any such development or renovation, Sublandlord shall have the right to terminate this Sublease without liability or expense upon delivery to Subtenant of thirty (30) days prior written notice of such termination. Subtenant agrees and shall be required to surrender possession of the Premises by the end of such thirty (30) day period.
- 4.5. No Relocation Assistance; Waiver of Claims. Subtenant acknowledges that Subtenant has previously been informed that the Property subject to this Sublease is part of an area that is proposed for redevelopment and that Subtenant may be required to move from the Property to accommodate the redevelopment project. Subtenant acknowledges that, if Subtenant is asked to move, it will not be a displaced person as that term is defined under the California Government Code Section 7260 et seq. ("California Relocation Act") and the Uniform Relocation Assistance and Real Property Policies Act, 42 U.S. C. 4601 et seq. ("URA"), and that Subtenant will not be

entitled to any relocation benefits provided under the California Relocation Act and the URA, including any moving expenses, reimbursement for costs associated with increased rent, loss of goodwill or other costs related to the termination of Subtenant's Lease and Subtenant's relocation from the Premises. Subtenant fully RELEASES, WAIVES AND DISCHARGES forever any and all claims against, and covenants not to sue, Sublandlord, its departments, commissions, officers, directors and employees, agents, contractors and successors and assigns and all persons acting by, through or under each of them, under any laws, including, without limitation, any and all claims for relocation benefits or assistance from Sublandlord under federal and state relocation assistance laws (including, but not limited to, California Government Code Section 7260, et seq., and the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. 4601, et seq.).

Initials:	Subtenant

### 5. RENT

- 5.1. <u>Base Rent</u>. Throughout the Term, beginning on the Commencement Date, Subtenant shall pay to Sublandlord Base Rent in the amount set forth in the Basic Sublease Information. Base Rent shall be paid to Sublandlord without prior demand and without any deduction, setoff, or counterclaim whatsoever. Base Rent shall be payable on or before the first day of each month, in advance, at the Notice Address of Sublandlord provided in <u>Section 21.1</u> hereof or such other place as Sublandlord may designate in writing. If the Commencement Date occurs on a date other than the first day of a calendar month, or the Sublease terminates on a day other than the last day of a calendar month, then the monthly payment of Base Rent for such fractional month shall be prorated based on a thirty (30) day month.
- 5.2. Adjustments in Base Rent. If this Sublease has not been terminated, then on each Rent Adjustment Date set forth in the Basic Sublease Information, the Base Rent shall be increased by the Rent Increase Percentage set forth in the Basic Lease Information.
- 5.3. <u>Additional Charges</u>. In addition to Base Rent, Subtenant shall pay all other charges related to the Premises otherwise payable by Subtenant to Sublandlord hereunder, including, without limitation, all late charges and default interest attributable to late payments and/or defaults of Subtenant hereunder, all utility charges, and any amounts other than Base Rent that shall become due and payable by Subtenant under this Sublease (together, the "Additional Charges"). Together, Base Rent and Additional Charges shall hereinafter be referred to as the "Rent".
- 5.4. <u>Late Charge</u>. If Subtenant fails to pay any Rent within ten (10) days after the date the same is due and payable, such unpaid amount will be subject to a late payment charge equal to six percent (6%) of the unpaid amount in each instance. The late payment charge has been agreed upon by Sublandlord and Subtenant, after negotiation, as a reasonable estimate of the additional administrative costs and detriment that Sublandlord will incur as a result of any such

failure by Subtenant, the actual costs thereof being extremely difficult if not impossible to determine. The late payment charge constitutes liquidated damages to compensate Sublandlord for its damages resulting from such failure to pay and Subtenant shall promptly pay such charge to Sublandlord together with such unpaid amount.

5.5. <u>Default Interest</u>. If any Rent is not paid within ten (10) days following the due date, such unpaid amount shall bear interest from the due date until paid at the rate of ten percent (10%) per year. However, interest shall not be payable on late charges incurred by Subtenant nor on any amounts on which late charges are paid by Subtenant to the extent this interest would cause the total interest to be in excess of that which an individual is lawfully permitted to charge. Payment of interest shall not excuse or cure any default by Subtenant.

### 6. TAXES, ASSESSMENTS AND OTHER EXPENSES

## 6.1. Taxes and Assessments, Licenses, Permit Fees and Liens.

- (a) Payment Responsibility. Subtenant shall pay any and all real and personal property taxes, including, but not limited to, possessory interest taxes, general and special assessments, excises, licenses, permit fees and other charges and impositions of every description levied on or assessed against the Premises, any Alterations, Subtenant's Personal Property, or Subtenant's use of the Premises or any Alterations during the Term. Subtenant shall make all such payments directly to the charging authority when due and payable and at least ten (10) days prior to delinquency. However, with respect to real property taxes and assessments levied on or assessed against the Premises for which Sublandlord receives the tax bill directly from the taxing authority, Subtenant shall reimburse Sublandlord for payment of such sums immediately upon demand.
- (b) <u>Taxability of Possessory Interest</u>. Without limiting the foregoing, Subtenant recognizes and agrees that this Sublease may create a possessory interest subject to property taxation and that Subtenant may be subject to the payment of property taxes levied on such interest.
- (c) <u>No Liens</u>. Subtenant shall not allow or suffer a lien for any taxes payable by Subtenant hereunder to be imposed upon the Premises or upon any equipment or other property located thereon without discharging the same as soon as practicable, and in no event subsequent to delinquency.
- (d) <u>Reporting Information</u>. Subtenant agrees to provide such information as Sublandlord may request to enable Sublandlord to comply with any possessory interest tax reporting requirements applicable to this Sublease.
- 6.2. <u>Evidence of Payment</u>. Subtenant shall, upon Sublandlord's request, furnish to Sublandlord within ten (10) days after the date when any charges are due and payable, official receipts of the appropriate taxing authority or other evidence reasonably satisfactory to

## 7. USE: COVENANTS TO PROTECT PREMISES

- 7.1. <u>Subtenant's Permitted Use</u>. Subtenant may use the Premises for the Permitted Use set forth in the Basic Sublease Information, but for no other purpose without the prior written consent of Sublandlord, which consent may be given or withheld in Sublandlord's sole and absolute discretion.
- 7.2. <u>Subtenant's Access to the Premises</u>. As provided in Section 30 of the Master Lease, Subtenant shall have access to the Premises on a 24-hours per day, seven days a week basis; provided, however, Subtenant shall coordinate such access with the local representative of Master Landlord.
- 7.3. <u>Rules and Regulations</u>. Subtenant agrees to adhere to all rules and regulations regarding the Premises attached hereto as <u>Exhibit D</u>, and any additional rules regarding security, ingress, egress, safety and sanitation applicable to the Premises or the Property, as such rules and regulations may be prescribed by Master Landlord or Sublandlord from time to time.
- 7.4. This Sublease shall be subject to all outstanding easements and rights-ofway for location of any type of facility over, across, in, and upon the Premises or any portion thereof, and to the right of Master Landlord to grant such additional easements and rights-of-way over, across, in and upon the Premises as Master Landlord shall determine to be in the public interest ("Additional Easements"); provided that, as provided in Section 29 of the Master Lease, Master Landlord shall use its best efforts to minimize any interference with Subtenant's operations hereunder caused by the granting of any such Additional Easements and the granting of such Additional Easements shall be conditioned on the assumption by the grantee thereof of liability to Subtenant for such damages as Subtenant shall suffer for property destroyed or property rendered unusable on account of the grantee's exercise of its rights thereunder. There is hereby reserved to the holders of such Additional Easements as are presently outstanding or which may hereafter be granted, to any workers officially engaged in the construction, installation, maintenance, operation, repair or replacement of facilities located thereon, and to any federal, state or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over the Premises as shall be necessary for the performance of their duties with regard to such facilities.
- 7.5. No Interference with Navy Operations. Subtenant shall not conduct operations, nor make any Alterations (as defined below), that would interfere with or otherwise restrict Master Landlord's operations or environmental clean-up or restoration actions by the Master Landlord, Sublandlord, the Environmental Protection Agency, the State of California or their contractors. Environmental clean-up, restoration or testing activities by these Parties shall take priority over Subtenant's use of the Premises in the event of any conflict; provided, however, in such event, Master Landlord and Sublandlord shall use their best efforts to minimize any disruption of

Subtenant's operation.

7.6. No Unlawful Uses, Nuisances or Waste. Without limiting the foregoing, Subtenant shall not use, occupy or permit the use or occupancy of any of the Premises in any unlawful manner or for any illegal purpose, or permit any offensive, noisy or hazardous use or any waste on or about the Premises. Subtenant shall eliminate any nuisances or hazards relating to its activities on or about the Premises. Subtenant shall not conduct any business, place any sales display, or advertise in any manner in areas on or about the Property outside of the Premises.

## 8. ALTERATIONS

- Alterations. Subtenant shall not construct, install, make or permit to be made any alterations, installations or additions ("Alterations") in, to or about the Premises, without Sublandlord's prior written consent in each instance, which consent may given or withheld in Sublandlord's sole and absolute discretion. Subject to Sublandlord's consent as provided above, any Alterations shall be done at Subtenant's sole expense (i) in strict accordance with plans and specifications approved in advance by Sublandlord in writing, (ii) by duly licensed and bonded contractors or mechanics approved by Sublandlord, (iii) in a good and professional manner, (iv) in strict compliance with all Laws, and (v) subject to all other conditions that Sublandlord may reasonably impose. In no event shall the construction, installation or the making of any Alterations impair the use or operation of the Property, or any portion thereof, or Sublandlord's or Master Landlord's access thereto. Prior to the commencement of any work on the Premises to construct any Alterations, Subtenant, at its sole expense, shall procure all required permits and approvals and shall promptly upon receipt deliver copies of all such documents to Sublandlord. No material change from the plans and specifications for any Alterations approved by Sublandlord may be made without Sublandlord's prior consent. Sublandlord and Sublandlord's Agents shall have the right to inspect the course of construction on the Premises at all times.
- 8.2. <u>Historic Properties</u>. Without limiting the generality of the foregoing, Subtenant acknowledges and agrees that, pursuant to Section 15 of the Master Lease, no Alterations may be made to any improvements on the Premises (i) which will affect the historic characteristics of the improvements or modify the appearance of the exterior of the improvements without Master Landlord's and Sublandlord's prior written consent, or (ii) if such Alterations would preclude qualifying the improvements for inclusion on the National Register for Historic Places.
- 8.3. Ownership of Alterations. Any Alterations constructed on or affixed to the Premises by or on behalf of Subtenant pursuant to the terms and limitations of this Section 8 shall be and remain Subtenant's property during the Term. Upon the termination of this Sublease, Subtenant shall remove all such Alterations from the Premises in accordance with the provisions of Section 19 hereof, unless Sublandlord, at its sole option and without limiting any of the provisions of Section 8.1 above, requires that such Alterations remain on the Premises following the expiration or termination of this Sublease.

- 8.4. <u>Subtenant's Personal Property</u>. All furniture, furnishings and articles of movable personal property and equipment used upon or installed in the Premises by or for the account of Subtenant that can be removed without structural or other material damage to the Premises (all of which are herein called "Subtenant's Personal Property") shall be and remain the property of Subtenant and shall be removed by Subtenant, subject to the provisions of <u>Section 19</u> hereof. Subtenant shall be solely responsible for providing any security or other protection of or maintenance to Subtenant's Personal Property.
- 8.5. <u>Sublandlord's Alterations</u>. Sublandlord reserves the right at any time to make alterations, additions, repairs, deletions or improvements to the common areas or any other part of the improvements on the Premises; provided, that any such alterations or additions shall not materially adversely affect the functional utilization of the Premises for the purposes stated herein.

#### 9. REPAIRS AND MAINTENANCE

- 9.1. Subtenant Responsible for Maintenance and Repair. Subtenant assumes full and sole responsibility for the condition, operation, repair and maintenance and management of the Premises from and after the Commencement Date and shall keep the Premises in good condition and repair. Sublandlord shall not be responsible for the performance of any repairs, changes or alterations to the Premises, nor shall Sublandlord be liable for any portion of the cost thereof. Subtenant shall make all repairs and replacements, interior and exterior, structural as well as non-structural, ordinary as well as extraordinary, foreseen and unforeseen, which may be necessary to maintain the Premises at all times in a clean, safe, attractive and sanitary condition and in good order and repair, to Sublandlord's and Master Landlord's reasonable satisfaction, provided, however, that neither Subtenant nor Sublandlord shall be required to make structural repairs or Alterations to correct conditions affecting the Premises existing prior to the Commencement Date. If any portion of the Premises is damaged by any activities conducted by Subtenant or Subtenant's Agents or Subtenant's Invitees hereunder, Subtenant shall immediately, at its sole cost, repair all such damage and restore the Premises to its previous condition.
- 9.2. <u>Utilities</u>. Sublandlord shall provide the basic utilities and services described in the attached <u>Exhibit E</u> (the "Standard Utilities and Services") to the Premises, subject to the terms and conditions contained therein. Subtenant shall be responsible for furnishing, at its sole cost, any utilities or services other than or in excess of the Standard Utilities and Services that Subtenant may need for its use of the Premises. Subtenant shall pay, without set off or counterclaim, all amounts due and owing for such Standard Utilities and Services at the rates provided in and as otherwise set forth in <u>Exhibit E</u>.
- 9.3. <u>Landscaping</u>. Subtenant shall maintain the exterior landscaping of the Premises in good condition and repair.
- 9.4. <u>Janitorial Services</u>. Subtenant shall provide all janitorial services for the Premises.

- 9.5. <u>Pest Control</u>. Subtenant shall provide and pay for all pest control services required within the Premises, and shall keep the Premises free of all pests at all times.
- 9.6. <u>Trash</u>. Subtenant shall deposit all trash into designated containers in the Premises in compliance with the Rules and Regulations attached hereto as <u>Exhibit D</u>. Subtenant shall pay for the removal of trash from the designated containers. Subtenant shall abide by all rules established by Sublandlord or Master Landlord for the handling of trash.
- 9.7. No Right to Repair and Deduct. Subtenant expressly waives the benefit of any existing or future Laws or judicial or administrative decision that would otherwise permit Subtenant to make repairs or replacements at Sublandlord's expense, or to terminate this Sublease because of Sublandlord's failure to keep the Premises or any part thereof in good order, condition or repair, or to abate or reduce any of Subtenant's obligations hereunder on account of the Premises or any part thereof being in need of repair or replacement. Without limiting the foregoing, Subtenant expressly waives the provisions of California Civil Code Sections 1932, 1941 and 1942 or any similar Laws with respect to any right of Subtenant to terminate this Sublease and with respect to any obligations of Sublandlord hereunder or any right of Subtenant to make repairs or replacements and deduct the cost thereof from Rent.

### 10. LIENS

10.1. Liens. Subtenant shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by or for Subtenant. In the event Subtenant does not, within five (5) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, Sublandlord shall have in addition to all other remedies provided herein and by law or equity the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including, but not limited to, payment of the claim giving rise to such lien. All such sums paid by Sublandlord and all expenses it incurs in connection therewith (including, without limitation, reasonable attorneys' fees) shall be payable to Sublandlord by Subtenant upon demand. Sublandlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law or that Sublandlord deems proper for its protection and protection of the Premises from mechanics' and materialmen's liens. Subtenant shall give Sublandlord at least fifteen (15) days' prior written notice of the commencement of any repair or construction on any of the Premises.

## 11. COMPLIANCE WITH LAWS

11.1. Compliance with Laws. Subtenant shall promptly, at its sole expense, maintain the Premises and Subtenant's use and operations thereon in strict compliance at all times with all present and future Laws, whether foreseen or unforeseen, ordinary as well as extraordinary; provided, however Subtenant shall not be required to make repairs or structural changes to the Premises required solely to correct conditions affecting the Premises existing prior to the

Commencement Date or not related to Subtenant's use of the Premises, unless the requirement for such changes is imposed as a result of any Alterations made or requested to be made by Subtenant. Such Laws shall include, without limitation, all Laws relating to health and safety and disabled accessibility including, without limitation, the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq. and Title 24 of the California Code of Regulations, all present and future Environmental Laws (as defined in this Sublease below), and all applicable provisions of the San Francisco Environment Code. No occurrence or situation arising during the Term, nor any present or future Law, whether foreseen or unforeseen, and however extraordinary, shall give Subtenant any right to seek redress against Sublandlord for failing to comply with any Laws. Subtenant waives any rights now or hereafter conferred upon it by any existing or future Law to compel Sublandlord to make any repairs to comply with any such Laws, on account of any such occurrence or situation.

## 11.2. Regulatory Approvals.

- Responsible Party. Subtenant understands and agrees that Subtenant's use of the Premises and construction of any Alterations permitted hereunder may require authorizations, approvals or permits from governmental regulatory agencies with jurisdiction over the Premises. Subtenant shall be solely responsible for obtaining any and all such regulatory approvals, including without limitation, any liquor permits or approvals. Subtenant shall not seek any regulatory approval without first obtaining the written consent of Sublandlord. Subtenant shall bear all costs associated with applying for, obtaining and maintaining any necessary or appropriate regulatory approval and shall be solely responsible for satisfying any and all conditions imposed by regulatory agencies as part of a regulatory approval. Any fines or penalties levied as a result of Subtenant's failure to comply with the terms and conditions of any regulatory approval shall be immediately paid and discharged by Subtenant, and Sublandlord shall have no liability, monetary or otherwise, for any such fines or penalties. Subtenant shall indemnify, protect, defend and hold harmless forever ("Indemnify") Sublandlord, City and Master Landlord, including, but not limited to, all of their respective officers, directors, employees, agents, affiliates, subsidiaries, licensees, contractors, boards, commissions, departments, agencies and other subdivisions and each of the persons acting by, through or under each of them, and their respective heirs, legal representatives, successors and assigns, and each of them (the "Indemnified Parties"), against any and all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees and costs ("Losses") arising in connection with Subtenant's failure to obtain or comply with the terms and conditions of any regulatory approval.
- 11.3. Compliance with Sublandlord's Risk Management Requirements. Subtenant shall not do anything, or permit anything to be done, in or about the Premises or to any Alterations permitted hereunder that would create any unusual fire risk, and shall take commercially reasonable steps to protect Sublandlord from any potential premises liability. Subtenant shall faithfully observe, at its expense, any and all reasonable requirements of Sublandlord's Risk

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Manager with respect thereto and with the requirements of any policies of commercial general liability, all risk property or other policies of insurance at any time in force with respect to the Premises and any Alterations as required hereunder.

#### 12. ENCUMBRANCES

12.1. Encumbrance By Subtenant. Notwithstanding anything to the contrary contained in this Sublease, Subtenant shall not under any circumstances whatsoever create any mortgage, deed of trust, assignment of rents, fixture filing, security agreement, or similar security instrument, or other lien or encumbrance or assignment or pledge of an asset as security in any manner against the Premises or Sublandlord's or Subtenant's interest under this Sublease.

### 13. DAMAGE OR DESTRUCTION

- 13.1. <u>Damage or Destruction to the Premises</u>. In the case of damage to or destruction of the Premises by earthquake, fire, flood or any other casualty, which (i) is not caused by Subterant or Subtenant's Agents or Subtenant's Invitees, (ii) is not covered by the insurance described in <u>Section 17</u> below, (iii) prevents Subtenant from operating the Premises for the purposes stated herein, and (iv) costs more to repair than the Repair amount set forth in the Basic Lease Information, either party may terminate this Sublease upon thirty (30) days prior written notice and upon any such termination Subtenant shall surrender the Premises in accordance with <u>Section 19</u> (except for damage caused by a casualty pursuant to which this Sublease may be terminated under this <u>Section 13.1</u>) and both Parties shall be relieved of any liability for such termination or for repairing such damage. If neither Party terminates this Sublease as provided in this <u>Section 13.1</u>, then Subtenant shall, at its sole cost, promptly restore, repair, replace or rebuild the Premises to the condition the Premises were in prior to such damage or destruction, subject to any Alterations made in strict accordance with the requirements of <u>Section 8.1</u> above. Under no circumstances shall Sublandlord have any obligation to repair, replace or rebuild the Premises in the event of a casualty.
- 13.2. No Abatement in Rent. In the event of any damage or destruction to the Premises, and if neither party terminates this Sublease as provided in <u>Section 13.1</u> above, there shall be no abatement in the Rent payable hereunder.
- 13.3. Waiver. The Parties understand and agree that the foregoing provisions of this Section are intended to govern fully the rights and obligations of the Parties in the event of damage or destruction to the Premises or Alterations, and Sublandlord and Subtenant each hereby waives and releases any right to terminate this Sublease in whole or in part under Sections 1932.2 and 1933.4 of the Civil Code of California or under any similar Laws now or hereafter in effect, to the extent such rights are inconsistent with the provisions hereof.

## 14. ASSIGNMENT AND SUBLETTING

- 14.1. Restriction on Assignment and Subletting. Subtenant shall not directly or indirectly (including, without limitation, by merger, acquisition or other transfer of any controlling interest in Subtenant), voluntarily or by operation of Law, sell, assign, encumber, pledge, sublease or otherwise transfer any part of its interest in or rights with respect to the Premises, any Alterations or its interest in this Sublease, or permit any portion of the Premises to be occupied by anyone other than itself, or sublet any portion of the Premises (a "Transfer"), without Sublandlord's prior written consent in each instance, which Sublandlord may grant or withhold in its sole and absolute discretion. Subtenant shall provide Sublandlord with a written notice of its intention to Transfer this Sublease or the Premises, together with a copy of the proposed Transfer agreement at least thirty (30) days prior to the commencement date of the proposed Transfer. Subtenant shall provide Sublandlord with such information regarding the proposed Transfer as Sublandlord may reasonably request.
- 14.2. <u>Bonus Rental</u>. If Sublandlord consents to a Transfer of any of Subtenant's interest in or rights with respect to the Premises pursuant to <u>Section 14.1</u> above, then one hundred percent (100%) of any rent or other consideration payable to Subtenant in excess of the Base Rent payable hereunder (or the proportionate share thereof applicable to the portion of the Premises that is subject to the Transfer) shall be paid to Sublandlord immediately upon receipt by Subtenant.

### 15. DEFAULT; REMEDIES

- 15.1. Events of Default. Any of the following shall constitute an event of default ("Event of Default") by Subtenant hereunder:
- (a) <u>Failure to Pay Rent</u>. Any failure to pay any Rent or any other sums due hereunder, including sums due for utilities, within five (5) days after such sums are due;
- (b) Covenants, Conditions and Representations. Any failure to perform or comply with any other covenant, condition or representation made under this Sublease; provided, Subtenant shall have a period of ten (10) days from the date of written notice from Sublandlord of such failure within which to cure such default under this Sublease, or, if such default is not capable of cure within such 10-day period, Subtenant shall have a reasonable period to complete such cure if Subtenant promptly undertakes action to cure such default within such 10-day period and thereafter diligently prosecutes the same to completion and uses its best efforts to complete such cure within sixty (60) days after the receipt of notice of default from Sublandlord;
- (c) <u>Vacation or Abandonment</u>. Any abandonment of the Premises for more than fourteen (14) consecutive days;
- (d) <u>Bankruptey</u>. The appointment of a receiver to take possession of all or substantially all of the assets of Subtenant, or an assignment by Subtenant for the benefit of creditors, or any action taken or suffered by Subtenant under any insolvency, bankruptcy, reorganization,

moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted; and

- (e) <u>Notices of Default</u>. The delivery to Subtenant of three (3) or more notices of default within any twelve (12) month period, irrespective of whether Subtenant actually cures such default within the specified time period, may, in the sole and absolute discretion of the Authority, be deemed an incurable breach of this Sublease allowing the Authority to immediately terminate this Sublease without further notice or demand to Subtenant.
- **15.2.** Remedies. Upon the occurrence of an Event of Default by Subtenant, Sublandlord shall have the following rights and remedies in addition to all other rights and remedies available to Sublandlord at Law or in equity:
- (a) <u>Terminate Sublease and Recover Damages</u>. The rights and remedies provided by California Civil Code Section 1951.2 (damages on termination for breach), including, but not limited to, the right to terminate Subtenant's right to possession of the Premises and to recover the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of rental loss for the same period that Subtenant proves could be reasonably avoided, as computed pursuant to subsection (b) of such Section 1951.2. Sublandlord's efforts to mitigate the damages caused by Subtenant's breach of this Sublease shall not waive Sublandlord's rights to recover unmitigated damages upon termination.
- (b) <u>Appointment of Receiver</u>. The right to have a receiver appointed for Subtenant upon application by Sublandlord to take possession of the Premises and to apply any rental collected from the Premises and to exercise all other rights and remedies granted to Sublandlord pursuant to this Sublease
- 15.3. Sublandlord's Right to Cure Subtenant's Defaults. If Subtenant defaults in the performance of any of its obligations under this Sublease, then Sublandlord may at any time thereafter with three (3) days prior written notice (except in the event of an emergency as determined by Sublandlord where prior notice by Sublandlord is impractical), remedy such Event of Default for Subtenant's account and at Subtenant's expense. Subtenant shall pay to Sublandlord, as Additional Charges, promptly upon demand, all sums expended by Sublandlord, or other costs, damages, expenses or liabilities incurred by Sublandlord, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such Event of Default. Subtenant's obligations under this Section shall survive the termination of this Sublease. Nothing herein shall imply any duty of Sublandlord to do any act that Subtenant is obligated to perform under any provision of this Sublease, and Sublandlord's cure or attempted cure of Subtenant's Event of Default shall not constitute a waiver of Subtenant's Event of Default or any rights or remedies of Sublandlord on account of such Event of Default.

## 16. RELEASE AND WAIVER OF CLAIMS: INDEMNIFICATION

- 16.1. Release and Waiver of Claims. Subtenant, on behalf of itself and Subtenant's Agents, covenants and agrees that the Indemnified Parties shall not be responsible for or liable to Subtenant for, and, to the fullest extent allowed by any Laws, Subtenant hereby waives all rights against the Indemnified Parties and releases them from, any and all Losses, including, but not limited to, incidental and consequential damages, relating to any injury, accident or death of any person or loss or damage to any property, in or about the Premises, from any cause whatsoever, including without limitation, partial or complete collapse of the Premises due to an earthquake or subsidence, except only to the extent such Losses are caused solely by the gross negligence or willful misconduct of the Indemnified Parties. Without limiting the generality of the foregoing:
- (a) Subtenant expressly acknowledges and agrees that the Rent payable hereunder does not take into account any potential liability of the Indemnified Parties for any consequential or incidental damages including, but not limited to, lost profits arising out of disruption to Subtenant's uses hereunder. Sublandlord would not be willing to enter into this Sublease in the absence of a complete waiver of liability for consequential or incidental damages due to the acts or omissions of the Indemnified Parties, and Subtenant expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Subtenant or other waivers contained in this Sublease and as a material part of the consideration for this Sublease, Subtenant fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action for consequential and incidental damages and covenants not to sue the Indemnified Parties for such damages arising out of this Sublease or the uses authorized hereunder, including, without limitation, any interference with uses conducted by Subtenant pursuant to this Sublease regardless of the cause.
- (b) Without limiting any indemnification obligations of Subtenant or other waivers contained in this Sublease and as a material part of the consideration for this Sublease, Subtenant fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue the Indemnified Parties under any present or future Laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that Sublandlord terminates this Sublease because of such claim for inverse condemnation or eminent domain.
- (c) As part of Subtenant's agreement to accept the Premises in its "As Is" condition as provided herein, and without limiting such agreement and any other waiver contained herein, Subtenant on behalf of itself and its successors and assigns, waives its right to recover from, and forever RELEASES, WAIVES AND DISCHARGES, the Indemnified Parties from any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the Premises and any related improvements or any Laws or regulations applicable thereto or the suitability of the Premises for Subtenant's intended use.

- (d) Subtenant acknowledges that it will not be a displaced person at the time this Sublease is terminated, and Subtenant fully RELEASES, WAIVES AND DISCHARGES the Indemnified Parties from any and all Losses and any and all claims, demands or rights against any of the Indemnified Parties under any present and future Laws, including, without limitation, any and all claims for relocation benefits or assistance from the Indemnified Parties under federal and state relocation assistance laws.
- (e) Without limiting any other waiver contained herein, Subtenant, on behalf of itself and its successors and assigns, hereby waives its right to recover from, and forever RELEASES, WAIVES AND DISCHARGES, the Indemnified Parties from any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way connected with the Indemnified Parties' decision to Sublease the Premises to Subtenant, regardless of whether or not such decision is or may be determined to be an act of gross negligence or willful misconduct of the Indemnified Parties.
- (f) Subtenant covenants and agrees never to file, commence, prosecute or cause to be filed, commenced or prosecuted against the Indemnified Parties any claim, action or proceeding based upon any claims, demands, causes of action, obligations, damages, losses, costs, expenses or liabilities of any nature whatsoever encompassed by the waivers and releases set forth in this Section 16.1.
- (g) In executing these waivers and releases, Subtenant has not relied upon any representation or statement other than as expressly set forth herein.
- (h) Subtenant had made such investigation of the facts pertaining to these waivers and releases as it deems necessary and assumes the risk of mistake with respect to such facts. These waivers and releases are intended to be final and binding on Subtenant regardless of any claims of mistake
- (i) In connection with the foregoing releases, Subtenant acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Subtenant acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Subtenant realizes and acknowledges that it has agreed upon this Sublease in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The waivers and releases contained herein shall survive any termination of this Sublease.

Subtenant's Indemnity. Subtenant, on behalf of itself and Subtenant's Agents, shall Indemnify the Indemnified Parties from and against any and all Losses arising out of Subtenant's use of the Premises, including but not limited to, any Losses arising directly or indirectly, in whole or in part, out of: (a) any damage to or destruction of any property owned by or in the custody of Subtenant or Subtenant's Agents or Subtenant's Invitees; (b) any accident, injury to or death of a person, including, without limitation, Subtenant's Agents and Subtenant's Invitees, howsoever or by whomsoever caused, occurring in, on or about the Premises; (c) any default by Subtenant in the observation or performance of any of the terms, covenants or conditions of this Sublease to be observed or performed on Subtenant's part; (d) the use, occupancy, conduct or management, or manner of use, occupancy, conduct or management by Subtenant, Subtenant's Agents or Subtenant's Invitees or any person or entity claiming through or under any of them, of the Premises or any Alterations; (e) any construction or other work undertaken by Subtenant on or about the Premises; and (f) any acts, omissions or negligence of Subtenant, Subtenant's Agents or Subtenant's Invitees, in, on, or about the Premises or any Alterations, except to the extent that such Indemnity is void or otherwise unenforceable under any applicable Laws in effect on or validly retroactive to the date of this Sublease and further except only to the extent such Losses are caused solely by the gross negligence or intentional wrongful acts and omissions of the Indemnified Parties. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Sublandlord's costs of investigating any Loss. Subtenant specifically acknowledges and agrees that it has an immediate and independent obligation to defend Sublandlord and the other Indemnified Parties from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Subtenant by Sublandlord and continues at all times thereafter. Subtenant's obligations under this Section shall survive the expiration or sooner termination of this Sublease.

### 17. INSURANCE

- 17.1. <u>Required Insurance Coverage</u>. Subtenant, at its sole cost and expense, shall maintain, or cause to be maintained, through the Term of this Sublease, the following insurance:
- (a) <u>General Liability Insurance</u>. Comprehensive or commercial general liability insurance, with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for contractual liability, independent contractors, broad form property damage, personal injury, products and completed operations, fire damage and legal liability with limits not less than One Million Dollars (\$1,000,000), explosion, collapse and underground (XCU).
- (b) <u>Automobile Liability Insurance</u>. Comprehensive or business automobile liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for owned and hired vehicles and for employer's non-ownership liability, which insurance shall be required if any

automobiles or any other motor vehicles are operated in connection with Subtenant's activity on the Premises or the Permitted Use.

- (c) <u>Worker's Compensation and Employer's Liability Insurance</u>. If Subtenant has employees, Worker's Compensation Insurance in statutory amounts with Employer's Liability with limits not less than One Million Dollars (\$1,000,000.00) for each accident, injury or illness, on employees eligible for each.
- (d) <u>Personal Property Insurance</u>. Subtenant, at its sole cost and expense, shall procure and maintain on all of its personal property and Alterations, in, on, or about the Premises, property insurance on an all risk form, excluding earthquake and flood, to the extent of full replacement value. The proceeds from any such policy shall be used by Subtenant for the replacement of Subtenant's personal property.
- (e) Other Coverage. Such other insurance or different coverage amounts as is required by law or as is generally required by commercial owners of property similar in size, character, age and location as the Premises, as may change from time to time, or as may be required by the City's Risk Manager.
- 17.2. <u>Claims-Made Policies</u>. If any of the insurance required in Section 17.1 above is provided under a claims-made form of policy, Subtenant shall maintain such coverage continuously throughout the Term and without lapse for a period of three (3) years beyond the termination of this Sublease, to the effect that should occurrences during the Term give rise to claims made after termination of this Sublease, such claims shall be covered by such claims-made policies.
- 17.3. <u>Annual Aggregate Limits</u>. If any of the insurance required in Section 17.1 above is provided under a form of coverage which includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be double the occurrence limits specified herein.
- 17.4. <u>Payment of Premiums</u>. Subtenant shall pay the premiums for maintaining all required insurance.
- 17.5. Waiver of Subrogation Rights. Notwithstanding anything to the contrary contained herein, Sublandlord and Subtenant (each a "Waiving Party") each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to the Facility or the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent such loss or damage is covered by insurance which is required to be purchased by the Waiving Party under this Sublease or is actually covered by insurance obtained by the Waiving Party. Each Waiving Party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the Facility or the Premises; provided, the failure to

obtain any such endorsement shall not affect the above waiver.

## 17.6. General Insurance Matters.

- (a) All liability insurance policies required to be maintained by Subtenant hereunder shall contain a cross-liability clause, shall name as additional insureds the "THE TREASURE ISLAND DEVELOPMENT AUTHORITY, CITY AND COUNTY OF SAN FRANCISCO, THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE DEPARTMENT OF THE NAVY, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS," shall be primary to any other insurance available to the additional insureds with respect to claims arising under this Sublease, and shall provide that such insurance applies separately to each insured against whom complaint is made or suit is brought except with respect to the limits of the company's liability.
- (b) All insurance policies required to be maintained by Subtenant hereunder shall be issued by an insurance company or companies reasonably acceptable to Sublandlord with an AM Best rating of not less than A-VIII and authorized to do business in the State of California.
- (c) All insurance policies required to be maintained by Subtenant hereunder shall provide for thirty (30) days' prior written notice of cancellation for any reason, intended non-renewal, or reduction in coverage to Subtenant and Sublandlord. Such notice shall be given in accordance with the notice provisions of Section 21.1 below.
- (d) Subtenant shall deliver to Sublandlord certificates of insurance and additional insured policy endorsements in a form satisfactory to Sublandlord evidencing the coverages required herein, together with evidence of payment of premiums, on or before the Commencement Date, and upon renewal of each policy not less than thirty (30) days before expiration of the term of the policy. Subtenant shall, upon Sublandlord's request, promptly furnish Sublandlord with a complete copy of any insurance policy required hereunder.
- (e) Not more often than every year and upon not less than sixty (60) days' prior written notice, Sublandlord may require Subtenant to increase the insurance limits set forth in Section 17.1 above if Sublandlord finds in its reasonable judgment that it is the general commercial practice in San Francisco to carry insurance in amounts substantially greater than those amounts carried by Subtenant with respect to risks comparable to those associated with the use of the Premises.
- (f) Subtenant's compliance with the provisions of this Section shall in no way relieve or decrease Subtenant's indemnification obligations herein or any of Subtenant's other obligations or liabilities under this Sublease.
- (g) Notwithstanding anything to the contrary in this Sublease, Sublandlord may elect in Sublandlord's sole and absolute discretion to terminate this Sublease upon the lapse of any

required insurance coverage by written notice to Subtenant.

## 18. ACCESS BY SUBLANDLORD

## 18.1. Access to Premises by Sublandlord.

- (a) <u>General Access</u>. Sublandlord reserves for itself and Sublandlord's Agents, the right to enter the Premises and any portion thereof at all reasonable times upon not less than twenty-four (24) hours oral or written notice to Subtenant (except in the event of an emergency) for any purpose.
- (b) Emergency Access. In the event of any emergency, as determined by Sublandlord, Sublandlord may, at its sole option and without notice, enter the Premises and alter or remove any Alterations or Subtenant's Personal Property on or about the Premises. Sublandlord shall have the right to use any and all means Sublandlord considers appropriate to gain access to any portion of the Premises in an emergency. In such case, Sublandlord shall not be responsible for any damage or injury to any such property, nor for the replacement of any such property and any such emergency entry shall not be deemed to be a forcible or unlawful entry onto or a detainer of, the Premises, or an eviction, actual or constructive, of Subtenant from the Premises or any portion thereof.
- (c) No Liability. Sublandlord shall not be liable in any manner, and Subtenant hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of Sublandlord's entry onto the Premises, except damage resulting directly and exclusively from the gross negligence or willful misconduct of Sublandlord or Sublandlord's Agents and not contributed to by the acts, omissions or negligence of Subtenant, Subtenant's Agents or Subtenant's Invitees.
- 18.2. <u>Access to Premises by Master Landlord</u>. Subtenant acknowledges and agrees that Master Landlord shall have all of the rights of access to the Premises described in the Master Lease.

### SURRENDER

19.1. Surrender of the Premises. Upon the termination of this Sublease, Subtenant shall surrender to Sublandlord the Premises in the same condition as of the Commencement Date, ordinary wear and tear excepted, and free and clear of all liens, easements and other encumbrances created or suffered by, through or under Subtenant. On or before any termination hereof, Subtenant shall, at its sole cost, remove any and all of Subtenant's Personal Property from the Premises and demolish and remove any and all Alterations from the Premises (except for any Alterations that Sublandlord agrees are to remain part of the Premises pursuant to the provisions of Section 8.3 above). In addition, Subtenant shall, at its sole expense, repair any damage to the Premises resulting from the removal of any such items and restore the Premises to their condition

immediately prior to the presence of any Alterations. In connection therewith, Subtenant shall obtain any and all necessary permits and approvals, including, without limitation, any environmental permits, and execute any manifests or other documents necessary to complete the demolition, removal or restoration work required hereunder. Subtenant's obligations under this Section shall survive the termination of this Sublease. Any items of Subtenant's Personal Property remaining on or about the Premises after the termination of this Sublease may, at Sublandlord's option and after thirty (30) days written notice to Subtenant, be deemed abandoned and in such case Sublandlord may dispose of such property in accordance with Section 1980, et seq., of the California Civil Code or in any other manner allowed by Law.

- 19.2. No Holding Over. If Subtenant fails to surrender the Premises to Sublandlord upon the termination of this Sublease as required by this Section, Subtenant shall Indemnify Sublandlord against all Losses resulting therefrom, including, without limitation, Losses made by a succeeding Subtenant resulting from Subtenant's failure to surrender the Premises. Subtenant shall have no right to hold over without the prior written consent of Sublandlord, which consent may be withheld in Sublandlord's sole and absolute discretion. If Sublandlord holds over the Premises or any part thereof after expiration or earlier termination of this Sublease, such holding over shall be terminable upon written notice by Sublandlord, and the Base Rent shall be increased to two hundred percent (200%) of the Base Rent in effect immediately prior to such holding over, and such holdover shall otherwise be on all the other terms and conditions of this Sublease. This Section shall not be construed as Sublandlord's permission for Subtenant to hold over. Acceptance of any holdover Base Rent by Sublandlord following expiration or termination of this Sublease shall not constitute an extension or renewal of this Sublease.
- 19.3. Security Deposit. Subtenant shall pay to Sublandlord upon execution of this Sublease a security deposit in the amount set forth in the Basic Sublease Information as security for the faithful performance of all terms, covenants and conditions of this Sublease. Subtenant agrees that Sublandlord may (but shall not be required to) apply the security deposit in whole or in part to remedy any damage to the Premises caused by Subtenant, Subtenant's Agents or Subtenant's Invitees, or any failure of Subtenant to perform any other terms, covenants or conditions contained in this Sublease, without waiving any of Sublandlord's other rights and remedies hereunder or at Law or in equity. Should Sublandlord use any portion of the security deposit to cure any Event of Default by Subtenant hereunder, Subtenant shall immediately replenish the security deposit to the original amount, and Subtenant's failure to do so within five (5) days of Sublandlord's notice shall constitute a material Event of Default under this Sublease. Sublandlord's obligations with respect to the security deposit are solely that of debtor and not trustee. Sublandlord shall not be required to keep the security deposit separate from its general funds, and Subtenant shall not be entitled to any interest on such deposit. The amount of the security deposit shall not be deemed to limit Subtenant's liability for the performance of any of its obligations under this Sublease. To the extent that Sublandlord is not entitled to retain or apply the security deposit pursuant to this Section 20.3, Sublandlord shall return such security deposit to Subtenant within forty-five (45) days of the termination of this Sublease.

#### 20. HAZARDOUS MATERIALS

- 20.1. No Hazardous Materials. Subtenant covenants and agrees that neither Subtenant nor any of Subtenant's Agents or Subtenant's Invitees shall cause or permit any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment, including, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended (42 U.S.C. Sections 9601 et seq.), or pursuant to Section 25281 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the structure of any existing improvements on the Premises, or are naturally occurring substances on, in or about the Premises; and petroleum, including crude oil or any fraction thereof, and natural gas or natural gas liquids ("Hazardous Material") to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises or transported to or from the Premises without the prior written approval of Sublandlord, which approval may be withheld in Sublandlord's sole and absolute discretion. Subtenant shall immediately notify Sublandlord if and when Subtenant learns or has reason to believe there has been any release of Hazardous Material in, on or about the Premises. Sublandlord may from time to time request Subtenant to provide adequate information for Sublandlord to determine that any Hazardous Material permitted hereunder is being handled in compliance with all applicable federal, state or local Laws or policies relating to Hazardous Material (including, without limitation, its use, handling, transportation, production, disposal, discharge or storage) or to human health and safety, industrial hygiene or environmental conditions in, on, under or about the Premises and any other property, including, without limitation, soil, air and groundwater conditions ("Environmental Laws"), and Subtenant shall promptly provide all such information. Sublandlord and Sublandlord's Agents shall have the right to inspect the Premises for Hazardous Material and compliance with the provisions hereof at all reasonable times upon reasonable advance oral or written notice to Subtenant (except in the event of an emergency). Subtenant agrees that it shall comply, without limiting the foregoing, with the provisions of Article 21 of the San Francisco Health Code including, without limitation. regarding obtaining and complying with the requirements of an approved hazardous materials management plan, and with the requirements of the environmental protection provisions provided for in Section 13 of the Master Lease.
- 20.2. <u>Subtenant's Environmental Indemnity</u>. If Subtenant breaches any of its obligations contained in <u>Section 20.1</u> above, or, if any act or omission or negligence of Subtenant or any of Subtenant's Agents or Subtenant's Invitees results in any spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leeching or dumping ("Release") of Hazardous Material in, on, under or about the Premises or the Property, without limiting Subtenant's general Indemnity contained in <u>Section 16.2</u> above, Subtenant, on behalf of itself and Subtenant's Agents, shall Indemnify the Indemnified Parties, and each of them, from and against any and all

immediately prior to the presence of any Alterations. In connection therewith, Subtenant shall obtain any and all necessary permits and approvals, including, without limitation, any environmental permits, and execute any manifests or other documents necessary to complete the demolition, removal or restoration work required hereunder. Subtenant's obligations under this Section shall survive the termination of this Sublease. Any items of Subtenant's Personal Property remaining on or about the Premises after the termination of this Sublease may, at Sublandlord's option and after thirty (30) days written notice to Subtenant, be deemed abandoned and in such case Sublandlord may dispose of such property in accordance with Section 1980, et seq., of the California Civil Code or in any other manner allowed by Law.

- 19.2. No Holding Over. If Subtenant fails to surrender the Premises to Sublandlord upon the termination of this Sublease as required by this Section, Subtenant shall Indemnify Sublandlord against all Losses resulting therefrom, including, without limitation, Losses made by a succeeding Subtenant resulting from Subtenant's failure to surrender the Premises. Subtenant shall have no right to hold over without the prior written consent of Sublandlord, which consent may be withheld in Sublandlord's sole and absolute discretion. If Sublandlord holds over the Premises or any part thereof after expiration or earlier termination of this Sublease, such holding over shall be terminable upon written notice by Sublandlord, and the Base Rent shall be increased to two hundred percent (200%) of the Base Rent in effect immediately prior to such holding over, and such holdover shall otherwise be on all the other terms and conditions of this Sublease. This Section shall not be construed as Sublandlord's permission for Subtenant to hold over. Acceptance of any holdover Base Rent by Sublandlord following expiration or termination of this Sublease shall not constitute an extension or renewal of this Sublease.
- 19.3. Security Deposit. Subtenant shall pay to Sublandlord upon execution of this Sublease a security deposit in the amount set forth in the Basic Sublease Information as security for the faithful performance of all terms, covenants and conditions of this Sublease. Subtenant agrees that Sublandlord may (but shall not be required to) apply the security deposit in whole or in part to remedy any damage to the Premises caused by Subtenant, Subtenant's Agents or Subtenant's Invitees, or any failure of Subtenant to perform any other terms, covenants or conditions contained in this Sublease, without waiving any of Sublandlord's other rights and remedies hereunder or at Law or in equity. Should Sublandlord use any portion of the security deposit to cure any Event of Default by Subtenant hereunder, Subtenant shall immediately replenish the security deposit to the original amount, and Subtenant's failure to do so within five (5) days of Sublandlord's notice shall constitute a material Event of Default under this Sublease. Sublandlord's obligations with respect to the security deposit are solely that of debtor and not trustee. Sublandlord shall not be required to keep the security deposit separate from its general funds, and Subtenant shall not be entitled to any interest on such deposit. The amount of the security deposit shall not be deemed to limit Subtenant's liability for the performance of any of its obligations under this Sublease. To the extent that Sublandlord is not entitled to retain or apply the security deposit pursuant to this Section 20.3, Sublandlord shall return such security deposit to Subtenant within forty-five (45) days of the termination of this Sublease.

#### 20. HAZARDOUS MATERIALS

- 20.1. No Hazardous Materials. Subtenant covenants and agrees that neither Subtenant nor any of Subtenant's Agents or Subtenant's Invitees shall cause or permit any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment, including, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended (42 U.S.C. Sections 9601 et seq.), or pursuant to Section 25281 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the structure of any existing improvements on the Premises, or are naturally occurring substances on, in or about the Premises; and petroleum, including crude oil or any fraction thereof, and natural gas or natural gas liquids ("Hazardous Material") to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises or transported to or from the Premises without the prior written approval of Sublandlord, which approval may be withheld in Sublandlord's sole and absolute discretion. Subtenant shall immediately notify Sublandlord if and when Subtenant learns or has reason to believe there has been any release of Hazardous Material in, on or about the Premises. Sublandlord may from time to time request Subtenant to provide adequate information for Sublandlord to determine that any Hazardous Material permitted hereunder is being handled in compliance with all applicable federal, state or local Laws or policies relating to Hazardous Material (including, without limitation, its use, handling, transportation, production, disposal, discharge or storage) or to human health and safety, industrial hygiene or environmental conditions in, on, under or about the Premises and any other property, including, without limitation, soil, air and groundwater conditions ("Environmental Laws"), and Subtenant shall promptly provide all such information. Sublandlord and Sublandlord's Agents shall have the right to inspect the Premises for Hazardous Material and compliance with the provisions hereof at all reasonable times upon reasonable advance oral or written notice to Subtenant (except in the event of an emergency). Subtenant agrees that it shall comply, without limiting the foregoing, with the provisions of Article 21 of the San Francisco Health Code including, without limitation, regarding obtaining and complying with the requirements of an approved hazardous materials management plan, and with the requirements of the environmental protection provisions provided for in Section 13 of the Master Lease.
- 20.2. <u>Subtenant's Environmental Indemnity</u>. If Subtenant breaches any of its obligations contained in <u>Section 20.1</u> above, or, if any act or omission or negligence of Subtenant or any of Subtenant's Agents or Subtenant's Invitees results in any spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leeching or dumping ("Release") of Hazardous Material in, on, under or about the Premises or the Property, without limiting Subtenant's general Indemnity contained in <u>Section 16.2</u> above, Subtenant, on behalf of itself and Subtenant's Agents, shall Indemnify the Indemnified Parties, and each of them, from and against any and all

enforcement, investigation, remediation or other governmental or regulatory actions, agreements or orders threatened, instituted or completed pursuant to any Environmental Laws together with any and all Losses made or threatened by any third party against Sublandlord, Sublandlord's Agents, or the Premises, relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence, Release or discharge of any Hazardous Materials, including, without limitation, Losses based in common law, investigation and remediation costs, fines, natural resource damages, damages for decrease in value of the Premises, the loss or restriction of the use or any amenity of the Premises and attorneys' fees and consultants' fees and experts' fees and costs ("Hazardous Materials Claims") arising during or after the Term of this Sublease and relating to such Release. The foregoing Indemnity includes, without limitation, all costs associated with the investigation and remediation of Hazardous Material and with the restoration of the Premises or the Property to its prior condition including, without limitation, fines and penalties imposed by regulatory agencies, natural resource damages and losses, and revegetation of the Premises or other Sublandlord property. Without limiting the foregoing, if Subtenant or any of Subtenant's Agents or Subtenant's Invitees, causes or permits the Release of any Hazardous Materials in, on, under or about the Premises or the Property, Subtenant shall, immediately, at no expense to Sublandlord, take any and all appropriate actions to return the Premises or other Sublandlord property affected thereby to the condition existing prior to such Release and otherwise investigate and remediate the Release in accordance with all Environmental Laws. Subtenant shall provide Sublandlord with written notice of and afford Sublandlord a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, permit, approvals, or other compromise or proceeding involving Hazardous Material.

20.3. Acknowledgment of Receipt of EBS and FOSL Reports. Subtenant hereby acknowledges for itself and Subtenant's Agents that, prior to the execution of this Sublease, it has received and reviewed the Environmental Baseline Survey ("EBS") and the Finding of Suitability to Lease ("FOSL") described in Section 7 of the Master Lease. California law requires landlords to disclose to tenants the presence or potential presence of certain Hazardous Materials. Accordingly, Subtenant is hereby advised that occupation of the Premises may lead to exposure to Hazardous Materials such as, but not limited to, gasoline, diesel and other vehicle fluids, vehicle exhaust, office maintenance fluids, tobacco smoke, methane and building materials containing chemicals, such as formaldehyde. Further, there are Hazardous Materials located on the Premises as described in the EBS and the FOSL. In addition, California's Proposition 65, Health and Safety Code Section 25249.6 et seq., requires notice that some of these Hazardous Materials are known by the State of California to cause cancer or reproductive harm. By execution of this Sublease, Subtenant acknowledges that the notices and warnings set forth above satisfy the requirements of California Health and Safety Code Sections 25249.6 et seq., 23359.7 and related statutes.

### 21. GENERAL PROVISIONS

21.1. Notices. Except as otherwise expressly provided in this Sublease, any notice given

hereunder shall be effective only in writing and given by delivering the notice in person, or by sending it first class mail or certified mail with a return receipt requested or reliable commercial overnight courier, return receipt requested, with postage prepaid, to the appropriate addresses set forth in the Basic Sublease Information. Any Party hereunder may designate a new address for notice purposes hereunder at least ten (10) days prior to the effective date of such change. Any notice hereunder shall be deemed to have been given two (2) days after the date when it is mailed if sent by first class or certified mail, one day after the date it is made, if sent by commercial overnight carrier, or upon the date personal delivery is made, and any refusal by either Party to accept the attempted delivery of any notice, if such attempted delivery is in compliance with this Section 21.1 and applicable Laws, shall be deemed receipt of such notice.

- 21.2. No Implied Waiver. No failure by Sublandlord to insist upon the strict performance of any obligation of Subtenant under this Sublease or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, no acceptance of full or partial payment of Rent due hereunder during the continuance of any such breach, and no acceptance of the keys to or possession of the Premises prior to the expiration of the Term by any Agent of Sublandlord, shall constitute a waiver of such breach or of Sublandlord's right to demand strict compliance with such term, covenant or condition or operate as a surrender of this Sublease. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance. The consent of Sublandlord given in any instance under the terms of this Sublease shall not relieve Subtenant of any obligation to secure the consent of Sublandlord in any other or future instance under the terms of this Sublease.
- **21.3.** Amendments. Neither this Sublease nor any term or provision hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the Parties hereto.
- 21.4. Authority. If Subtenant signs as a corporation, a partnership or a limited liability company, each of the persons executing this Sublease on behalf of Subtenant does hereby covenant and warrant that Subtenant is a duly authorized and existing entity, that Subtenant has and is qualified to do business in California, that Subtenant has full right and authority to enter into this Sublease, and that each and all of the persons signing on behalf of Subtenant are authorized to do so. Upon Sublandlord's request, Subtenant shall provide Sublandlord with evidence reasonably satisfactory to Sublandlord confirming the foregoing representations and warranties. Without limiting the generality of the foregoing, Subtenant represents and warrants that it has full power to make the waivers and releases, indemnities and the disclosures set forth herein, and that it has received independent legal advice from its attorney as to the advisability of entering into a sublease containing those provisions and their legal effect.
- 21.5. Joint and Several Obligations. The word "Subtenant" as used herein shall include the

plural as well as the singular. If there is more than one Subtenant, the obligations and liabilities under this Sublease imposed on Subtenant shall be joint and several.

- 21.6. Interpretation of Sublease. The captions preceding the articles and sections of this Sublease and in the table of contents have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Sublease. This Sublease has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the party responsible for drafting any part of this Sublease. Provisions in this Sublease relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or Sublandlord holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Sublease, whether or not language of non-limitation, such as "without limitation" or similar words, are used. Unless otherwise provided herein, whenever the consent of Sublandlord is required to be obtained by Subtenant hereunder, Sublandlord may give or withhold such consent in its sole and absolute discretion.
- 21.7. Successors and Assigns. Subject to the provisions of Section 14, the terms, covenants and conditions contained in this Sublease shall bind and inure to the benefit of Sublandlord and Subtenant and, except as otherwise provided herein, their personal representatives and successors and assigns; provided, however, that upon any transfer by Sublandlord (or by any subsequent Sublandlord) of its interest in the Premises as lessee, including any transfer by operation of Law, Sublandlord (or any subsequent Sublandlord) shall be relieved from all subsequent obligations and liabilities arising under this Sublease subsequent to such transfer.
- 21.8. <u>Brokers</u>. Neither party has had any contact or dealings regarding the leasing of the Premises, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the Sublease contemplated herein. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes a claim shall be responsible for such commission or fee and shall Indemnify the other party from any and all Losses incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination of this Sublease.
- 21.9. <u>Severability</u>. If any provision of this Sublease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Sublease shall be valid and be enforceable to the fullest extent permitted by

Law

- **21.10.** Governing Law. This Sublease shall be construed and enforced in accordance with the Laws of the State of California and the federal government.
- 21.11. Entire Agreement. This instrument (including the exhibits hereto, which are made a part of this Sublease) contains the entire agreement between the Parties and supersedes all prior written or oral negotiations, discussions, understandings and agreements. The Parties further intend that this Sublease shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts of this Sublease and any changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Sublease. Subtenant hereby acknowledges that neither Sublandlord nor Sublandlord's Agents have made any representations or warranties with respect to the Premises or this Sublease except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by Subtenant by implication or otherwise unless expressly set forth herein.
- 21.12. Attorneys' Fees. In the event that either Sublandlord or Subtenant fails to perform any of its obligations under this Sublease or in the event a dispute arises concerning the meaning or interpretation of any provision of this Sublease, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder (whether or not such action is prosecuted to judgment), including, without limitation, court costs and reasonable attorneys' fees. For purposes of this Sublease, reasonable fees of attorneys in the Office of the San Francisco City Attorney (Sublandlord's General Counsel) shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City and County of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney. Further, for purposes of this Sublease, the term "attorneys' fees" shall mean the fees and expenses of counsel to the Parties, which may include printing, duplicating and other expenses, air freight charges, hiring of experts, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney. The term "attorneys' fees" shall also include, without limitation, all such fees and expenses incurred with respect to appeals, mediations, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees and costs were incurred. The term "attorney" shall have the same meaning as the term "counsel".
- **21.13.** <u>Time of Essence</u>. Time is of the essence with respect to all provisions of this Sublease in which a definite time for performance is specified.
- 21.14. <u>Cumulative Remedies</u>. All rights and remedies of either party hereto set forth in this Sublease shall be cumulative, except as may otherwise be provided herein.
- 21.15. Survival of Indemnities. Termination of this Sublease shall not affect the right of either

party to enforce any and all indemnities and representations and warranties given or made to the other party under this Sublease, nor shall it affect any provision of this Sublease that expressly states it shall survive termination hereof. Subtenant specifically acknowledges and agrees that, with respect to each of the indemnities contained in this Sublease, Subtenant has an immediate and independent obligation to defend Sublandlord and the other Indemnified Parties from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Subtenant by Sublandlord and continues at all times thereafter.

- 21.16. Relationship of Parties. Sublandlord is not, and none of the provisions in this Sublease shall be deemed to render Sublandlord, a partner in Subleannt's business, or joint venturer or member in any joint enterprise with Subtenant. This Sublease is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided. The granting of this Sublease by Sublandlord does not constitute authorization or approval by Sublandlord of any activity conducted by Subtenant on, in or relating to the Premises.
- 21.17. <u>Recording</u>. Subtenant agrees that it shall not record this Sublease nor any memorandum or short form hereof in the official records of any county.
- 21.18. Non-Liability of Indemnified Parties' Officials, Employees and Agents. No elective or appointive board, commission, member, officer or employee of any of the Indemnified Parties shall be personally liable to Subtenant, its successors and assigns, in the event of any default or breach by Sublandlord or for any amount which may become due to Subtenant, its successors and assigns, or for any obligation of Sublandlord under this Sublease.
- 21.19. No Discrimination. Subtenant shall comply with the non-discrimination provisions of Section 19.1 of the Master Lease, including, without limitation, posting all notices required therein.
- 21.20. <u>Counterparts</u>. This Sublease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- 21.21. Master Landlord's Consent. This Sublease is expressly conditioned upon receipt of the written consent of Master Landlord.

### 22. SPECIAL PROVISIONS

22.1. Signs. Subtenant agrees that it will not erect or maintain, or permit to be erected or maintained, any signs, notices or graphics upon or about the Premises which are visible in or from public corridors or other portions of any common areas of the Premises or from the exterior

of the Premises, without Sublandlord's prior written consent, which Sublandlord may withhold or grant in its sole discretion.

- 22.2. <u>Public Transit Information</u>. Subtenant shall establish and carry on during the Term a program to encourage maximum use of public transportation by personnel of Subtenant employed on the Premises, including, without limitation, the distribution to such employees of written materials explaining the convenience and availability of public transportation facilities adjacent or proximate to the Premises and encouraging use of such facilities, all at Subtenant's sole expense.
- **22.3.** TIHDI Job Broker. Subtenant shall comply with the requirements of the TIHDI Work Force Hiring Plan attached hereto as Exhibit F.
- **22.4.** <u>Local Hiring.</u> Subtenant further agrees to use good faith efforts to hire residents of the City and County of San Francisco at all levels of Subtenant's personnel needs and to contract with local businesses for Subtenant's purchase of supplies, materials, equipment or services.

## 22.5. Non-Discrimination in City Contracts and Benefits Ordinance.

- (a) <u>Covenant Not to Discriminate</u>. In the performance of this Sublease, Subtenant covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with, Subtenant in any of Subtenant's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Subtenant.
- (b) <u>Sub-Subleases and Other Subcontracts</u>. Subtenant shall include in all sub-subleases and other subcontracts relating to the Premises a non-discrimination clause applicable to such sub-subtenant or other subcontractor in substantially the form of <u>subsection (a)</u> above. In addition, Subtenant shall incorporate by reference in all sub-subleases and other subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all sub-subtenants and other subcontractors to comply with such provisions. Subtenant's failure to comply with the obligations in this subsection shall constitute a material breach of this Sublease.
- (c) Non-Discrimination in Benefits. Subtenant does not as of the date of this Sublease and will not during the Term, in any of its operations or in San Francisco or with respect to its operations under this Sublease elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any

benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

- (d) <u>HRC Form</u>. As a condition to this Sublease, Subtenant shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission (the "HRC"). Subtenant hereby represents that prior to execution of this Sublease, (i) Subtenant executed and submitted to the HRC Form HRC-128-101 with supporting documentation; and (ii) the HRC approved such form.
- (e) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the lease of City property are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Subtenant shall comply fully with and be bound by all of the provisions that apply to this Sublease under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Subtenant understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50.00) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Sublease may be assessed against Subtenant and/or deducted from any payments due Subtenant.
- 22.6. MacBride Principles Northern Ireland. The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Subtenant acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.
- 22.7. Tropical Hardwood and Virgin Redwood Ban. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood product. Except as expressly permitted by the application of Section 802(b) and 803(b) of the San Francisco Environment Code, Subtenant shall not provide any items to the construction of tenant improvements or Alterations in the Premises, or otherwise in the performance of this Sublease, which are tropical hardwoods, tropical hardwood wood products, virgin redwood, or virgin redwood wood products. In the event Subtenant fails to comply in good faith with any of the provisions of Chapter 8 of the San Francisco Environment Code, Subtenant shall be liable for liquidated damages for each violation in an amount equal to Subtenant's net profit on the contract, or five percent (5%) of the total

amount of the contract dollars, whichever is greater.

- 22.8. Conflicts of Interest. Subtenant states that it is familiar with the provisions of Section 8.105 and 8.106 of the San Francisco Charter and certifies that it knows of no facts which would constitute a violation of such provisions. Subtenant further certifies that it has made a complete disclosure to the Sublandlord of all facts bearing on any possible interests, direct or indirect, which Subtenant believes any officer or employee of the Sublandlord presently has or will have in this Sublease or in the performance thereof or in any portion of the profits thereof. Willful failure by Subtenant to make such disclosure, if any, shall constitute grounds for the Sublandlord's termination and cancellation of this Sublease.
- 22.9. <u>Wages and Working Conditions</u>. Subtenant agrees that any person performing labor in the construction of any tenant improvements and any Alterations to the Premises, which Subtenant provides under this Sublease, shall be paid not less than the highest prevailing rate of wages as required by Section 6.22(E) of the San Francisco Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco, California. Subtenant shall include, in any contract for construction of such tenant improvements and Alterations, a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Subtenant shall require any contractor to provide, and shall deliver to Sublandlord upon request, certified payroll reports with respect to all persons performing labor in the construction of such tenant improvement work or any Alterations to the Premises.
- 22.10. <u>Prohibition of Tobacco Advertising</u>. Subtenant acknowledges and agrees that no advertising of eigarettes or tobacco products is allowed on any real property owned by or under the control of Sublandlord or the City, including the Premises and the Property. This prohibition includes the placement of the name of a company producing, selling or distributing eigarettes or tobacco products or the name of any eigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of eigarettes and tobacco products or to encourage people not to smoke or to stop smoking.
- 22.11. Pesticide Prohibition. Subtenant shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "Pesticide Ordinance") which (i) prohibit the use of certain pesticides on City property, (ii) require the posting of certain notices and the maintenance of certain records regarding pesticide usage and (iii) require Subtenant to submit to Sublandlord an integrated pest management ("IPM") plan that (a) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Subtenant may need to apply to the Premises during the terms of this Sublease, (b) describes the steps Subtenant will take to meet the City's IPM Policy described in Section 300 of the Pesticide Ordinance and (c) identifies, by name, title, address and telephone number, an individual to act as Subtenant's primary IPM contact person with the City. In addition, Subtenant shall comply with the requirements of

Sections 303(a) and 303(b) of the Pesticide Ordinance.

- 22.12. First Source Hiring Ordinance. The City has adopted a First Source Hiring Ordinance (Board of Supervisors Ordinance No. 264 98) which establishes specific requirements, procedures and monitoring for first source hiring of qualified economically disadvantaged individuals for entry level positions. Within thirty (30) days after Sublandlord adopts a First Source Hiring Implementation and Monitoring Plan in accordance with the First Source Hiring Ordinance, Subtenant shall enter into a First Source Hiring Agreement that meets the applicable requirements of Section 83.9 of the First Source Hiring Ordinance.
- 22.13. Sunshine Ordinance. In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, leases, agreements, responses to Requests for Proposals, and all other records of communications between City departments and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract, lease, agreement or other benefit until and unless that person or organization is awarded the contract, lease, agreement or benefit. Information provided which is covered by this Section will be made available to the public upon request.
- 22.14. Conflicts of Interest. Through its execution of this Sublease, Subtenant acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provisions, and agrees that if Subtenant becomes aware of any such fact during the Term of this Sublease, Subtenant shall immediately notify Sublandlord.
- 22.15. <u>Charter Provision</u>. This Sublease is governed by and subject to the provisions of the Charter of the City and County of San Francisco.
- 22.16. Requiring Health Benefits for Covered Employees. Unless exempt, Subtenant agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this Sublease as though fully set forth. The text of the HCAO is available on the web at www.dph.sf.ca.us/HCRes/Resolutions/2004Res/HCRes102004.shtml. Capitalized terms used in this Section and not defined in this Sublease shall have the meanings assigned to such terms in Chapter 12Q.
- (a) For each Covered Employee, Subtenant shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Subtenant chooses to offer the health plan option, such

health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

- (b) Notwithstanding the above, if Subtenant is a small business as defined in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with <u>Subsection (a)</u> above.
- (c) Subtenant's failure to comply with the HCAO shall constitute a material breach of this Sublease. Sublandlord shall notify Subtenant if such a breach has occurred. If, within thirty (30) days after receiving City's written notice of a breach of this Sublease for violating the HCAO, Subtenant fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Subtenant fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, Sublandlord shall have the right to pursue the remedies set forth in Section 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to Sublandlord.
- (d) Any Subcontract entered into by Subtenant shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Subtenant shall notify City's Purchasing Department when it enters into such a Subcontract and shall certify to the Purchasing Department that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Subtenant shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the Subcontractor's failure to comply, provided that Sublandlord has first provided Subtenant with notice and an opportunity to obtain a cure of the violation.
- (e) Subtenant shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying Sublandlord with regard to Subtenant's compliance or anticipated compliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.
- (f) Subtenant represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.
- (g) Subtenant shall keep itself informed of the current requirements of the HCAO.
- (h) Subtenant shall provide reports to Sublandlord in accordance with any reporting standards promulgated by Sublandlord under the HCAO, including reports on Subcontractors and Subtenants, as applicable.
- (i) Subtenant shall provide Sublandlord with access to records pertaining to compliance with the HCAO after receiving a written request from Sublandlord to do so and being provided at least

five (5) business days to respond.

- (j) Sublandlord may conduct random audits of Subtenant to ascertain its compliance with HCAO. Subtenant agrees to cooperate with Sublandlord when it conducts such audits.
- (k) If Subtenant is exempt from the HCAO when this Sublease is executed because its amount is less than Twenty-Five Thousand Dollars (\$25,000) (or [Fifty Thousand Dollars (\$50,000) if Subtenant is a qualified nonprofit), but Subtenant later enters into an agreement or agreements that cause Subtenant's aggregate amount of all agreements with Sublandlord to reach Seventy-Five Thousand Dollars (\$75,000), all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Subtenant and the Contracting Department to be equal to or greater than Seventy-Five Thousand Dollars (\$75,000) in the fiscal year.
- 22.17. Notification of Limitations on Contributions. Through its execution of this Sublease, Subtenant acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City or a state agency on whose board an appointee of a City elective officer serves, for the selling or leasing of any land or building to or from the City or a state agency on whose board an appointee of a City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six (6) months after the date the contract is approved. Subtenant acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Subtenant further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Subtenant's board of directors: Subtenant's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Subtenant; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Subtenant. Additionally, Subtenant acknowledges that Subtenant must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126
- 22.18. <u>Preservation-Treated Wood Containing Arsenic</u>. As of July 1, 2003, Subtenant may not purchase preservative-treated wood products containing arsenic in the performance of this Sublease unless an exemption from the requirements of Environment Code Chapter 13 is obtained from the Department of Environment under Section 1304 of the Environment Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniac copper zinc

arsenate preservative, or ammoniacal copper arsenate preservative. Subtenant may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of Environment. This provision does not preclude Subtenant from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

- 22.19. Resource Efficient City Buildings and Pilot Projects. Subtenant acknowledges that the City and County of San Francisco has enacted San Francisco Environment Code Sections 700 to 707 relating to resource-efficient City buildings and resource-efficient pilot projects. Subtenant hereby agrees that it shall comply with all applicable provisions of such code sections.
- 22.20. Food Service Waste Reduction. Subtenant agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Sublease as though fully set forth. This provision is a material term of this Sublease. By entering into this Sublease, Subtenant agrees that if it breaches this provision, Sublandlord will suffer actual damages that will be impractical or extremely difficult to determine; further, Subtenant agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that Sublandlord will incur based on the violation, established in light of the circumstances existing at the time this Sublease was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by Sublandlord because of Subtenant's failure to comply with this provision.
- 22.21. Estoppel Certificates. At any time and from time to time, within ten (10) days after Sublandlord's request, Subtenant will execute, acknowledge and deliver to Sublandlord a statement certifying the following matters: (a) the Commencement Date and Expiration Date of this Sublease; (b) that this Sublease is unmodified and in full force and effect (or if there have been modifications, that this Sublease is in full force and effect as modified and the date and nature of such modifications); (c) the dates to which the Rent has been paid; (d) that there are no Events of Default under this Sublease (or if there are any Events of Default, the nature of such Event of Default); and (e) any other matters reasonably requested by Sublandlord. Sublandlord and Subtenant intend that any such statement delivered pursuant to this paragraph may be relied upon by any assignee of Sublandlord's interest in the Master Lease or this Sublease, any mortgagee or any purchaser or prospective purchaser of the building or land on which the Premises are located. Subtenant irrevocably appoints Sublandlord, as Subtenant's agent, to execute and deliver in the name of Sublandlord any such instrument if Subtenant fails to do so, which failure shall also be an Event of Default under this Sublease.

22.22. Addendum. The terms of the Addendum, if any, attached to this Sublease are

incorporated into the Sublease by reference. In the event of any inconsistency between the Sublease and the Addendum, the terms of the Addendum shall control.

Sublandlord and Subtenant have exec written above.	uted this Sublease in triplicate as of the date first
	SUBTENANT:
	WILLIAM COLLISTER AND GERRID JOY, Individuals
	William Collister
	Gerrid Joy
	SUBLANDLORD:
	TREASURE ISLAND DEVELOPMENT AUTHORITY
	Ву:
APPROVED AS TO FORM:	Mirian Saez Director of Island Operations
DENNIS J. HERRERA, City Attorney	
By:	_

(initial)

Sublease Prepared By: Richard A. Rovetti, Deputy Director of Real Estate

### EXHIBIT A MASTER LEASE

## EXHIBIT B DIAGRAM OF PREMISES

#### EXHIBIT C

#### COVER PAGE OF THE SEISMIC REPORT

#### EXHIBIT D

#### RULES AND REGULATIONS

- 1. All rules and regulations set out in the Master Lease shall prevail.
- No signs, advertisements, or notices shall be attached to, or placed on, the exterior or interior of the Building or elsewhere on the Property, without prior written approval of Sublandlord.
- 3. Subtenant's contractors and invitees, while on the Premises or Subtenant's parking area, shall be subject to these Rules and Regulations, and will be subject to direction from Sublandlord and its agents, but will not be an agent or contractor of the Sublandlord or its agents. Subtenant's contractors shall be licensed by the State, insured and bonded at the amount requested by the Sublandlord.
- Subtenant shall install and maintain at Subtenant's expense, any life safety equipment required by governmental rules, regulations or laws to be kept on the Premises.

#### EXHIBIT E

#### STANDARD UTILITIES AND SERVICES AND RATES

#### Utilities Rate Schedule

Utility Service	Rate	Unit
Electric Rate	\$	0.14 per kwh
Water Rate	\$	5.40 per kgal
Sewer Rate	\$	5.75 per kgal
Gas Rate	\$	0.60 per therm

Rates are subject to adjustment.

Subtenant shall install utility Submeters to the satisfaction of Sublandlord.

Subtenant shall arrange for delivery of utility services to the premises by making a "Request for Utilities Services" by contacting:

San Francisco Public Utilities Commission c/o Treasure Island Development Authority 410 Avenue of the Palms Treasure Island San Francisco, CA. 94130

Attn: Mr. Vic Zorzinsky

(415) 274-0333

### EXHIBIT F

#### TIHDI WORKFORCE HIRING AGREEMENT







# AGENDA ITEM 6I Treasure Island Development Authority City and County of San Francisco Meeting of May 12, 2010

Subject: Resolution Retroactively Approving and Authorizing the Execution of a Second

Amendment to Sublease No. 158 with the City and County of San Francisco, acting by and through its Film Commission, to decrease Base Rent for Parcel A: office space located on the Second Floor of Building One, the Administration Building, Suite 200; Parcel B: Hanger Three; and Parcel C: shed space located at Building

180, North, Treasure Island (Action Item)

Contact: Richard A. Rovetti, Deputy Director of Real Estate

Phone: 415-274-3365

#### BACKGROUND

The City and County of San Francisco (hereafter referred to as "City"), acting by and through its Film Commission (hereafter referred to as "Film Commission") has subleased space on Treasure Island for film production. The Film Commission and the Treasure Island Development Authority (hereafter referred to as the "Authority") entered into a month to month Sublease Agreement on June 1, 2009 for the production of the *Trauma* television program being filmed on location in San Francisco and Treasure Island. The Premises consist of Parcel A: approximately 5,883 square feet of office space located on the Second Floor of Building 1, the Administration Building, Suite 200; Parcel B: approximately 101,520 square feet of Hanger Three, and use of the parking lot adjacent to Hanger Three; and Parcel C: approximately 44,410 square feet of shed space located at Building 180, North, and use of the parking lot adjacent to Building 180, North, Treasure Island. The Original Sublease was first amended pursuant to a First Amendment to Sublease dated as of December 1, 2009 (the "First Amendment") to extend the month to month Term through June 30, 2010.

Trauma has completed its filming on location in San Francisco and Treasure Island. The Film Commission is requesting to enter into a Second Amendment retroactively commencing on April 1, 2010 and expiring on June 30, 2010, to decrease the Base Rent from \$22,500 per month to \$7,500 per month in order to accommodate the removal of Trauma's equipment and the deconstruction of several large sets that were created for the production of Trauma. Further, the Film Commission also acknowledges and agrees that the Premises are not available for sublease after June 30, 2010, and no further extensions of the Term will be granted.

#### AMENDMENT TERMS AND CONDITIONS

Film Commission will sign the Authority's standard form Amendment to Sublease document. The salient terms and conditions of the proposed Second Amendment include the following:

Premises:

Parcel A: approximately 5,883 square feet of office space located on the Second Floor of Building 1, the Administration Building,

Suite 200; Parcel B: approximately 101,520 square feet of Hanger Three, and use of the parking lot adjacent to Hanger Three; and Parcel C: approximately 44,410 square feet of shed space located at Building 180, North, and use of the parking lot adjacent to Building 180, North, Treasure Island

Location: Building 1, Hanger 3, and Building 180 North

Commencement Date: April 1, 2010

Lease Expiration

Date: June 30, 2010

Lease Term: Month-to-Month

Base Rent: \$7,500.00 per month

Use: Film Production and associated activities only and for no other

purpose

Security Deposit: Waived for City and County of San Francisco

#### PROPOSED MONTHLY BASE RENT

Under the Authority's Interim Subleasing Policy, the Minimum Rental Rate Schedule sets ranges of minimum sublease rental rates per square foot by type of use and facility for office and industrial space. Project Staff reviews and analyzes available commercial data including market comparables of properties similarly situated to the Authority properties and evaluates the Authority transactions over the past 12 months to establish fair market value. The Authority Board last approved the Minimum Rental Rate Schedule on November 18, 2009, by Resolution No. 09-62-11/18. Authority Staff and the Film Commission have negotiated a Second Amendment retroactively commencing on April 1, 2010 and expiring on June 30, 2010, to decrease the Base Rent from \$22,500.00 per month to \$7,500.00 per month in order to accommodate the removal of film equipment and deconstruction of several large sound stages constructed throughout Building 180 and Hanger Three.

In order for *Trauma* to be able to use the premises for film productions, several tenant improvements had to be completed including bathroom renovations, electrical upgrades and installation of a new rollup door totaling over \$50,000 which is in line with the proposed Base Rent reduction. The Film Commission and *Trauma's* construction of these building improvements will enable the Authority to increase the marketability and rents for Buildings One and 180, and Hanger Three. In consideration of the Film Commission and *Trauma's* tenant improvements, Authority Staff and the Film Commission have negotiated a Base Rent reduction for a three month period that is below the Authority Approved Minimum Rent Schedule for 2010. Authority staff believes the tenant improvements to Building One, 180, and Hanger Three represents fair market value for such a Base Rent reduction. Because the rate for this three

month period is below the Minimum Monthly Rental Rate Schedule, Project Staff is required to seek Authority Board approval.

#### FINANCIAL IMPACT

The proposed Second Amendment will decrease the Authority's annual budget by approximately \$45,000.

#### RECOMMENDATION

The Authority Staff recommends that the Authority Board of Directors retroactively approve the proposed Second Amendment to Sublease No. 158 with City and County of San Francisco, acting by and through its Film Commission, and authorize the Director of Island Operations or her designee to execute said Second Amendment for office space located on the Second Floor of Building One; for Hanger Three and use of the parking lot adjacent to Hanger Three; and for shed space located at Building 180, North and use of the parking lot adjacent to Building 180, North, Treasure Island, for a month-to-month term and subject to the additional terms and conditions set forth above.

#### **EXHIBIT**

EXHIBIT A – Second Amendment to Sublease No. 158 between the Treasure Island Development Authority and the City and County of San Francisco, acting by and through its Film Commission

Prepared by: Richard A. Rovetti, Deputy Director of Real Estate For: Mirian Saez, Director of Island Operations



[Second Amendment to Sublease with San Francisco Film Commission]

Resolution Retroactively Approving and Authorizing the Execution of a Second

Amendment to Sublease No. 158 with the City and County of San Francisco, acting by

and through its Film Commission, to decrease Base Rent for office space located on
the Second Floor of Building One, Suite 200; shed space located at Hanger Three; and
shed space located at Building 180, North, Treasure Island.

1 2

WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America, acting by and through the Department of the Navy; and,

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco (the "City"); and,

WHEREAS, On June 1, 2009, the City, acting by and through its Film Commission (hereafter referred to as "Film Commission") and the Authority entered into a month to month Sublease Agreement for Parcel A: approximately 5,883 square feet of office space located on the Second Floor of Building 1, the Administration Building, Suite 200; Parcel B: approximately 101,520 square feet of Hanger Three, and use of the parking lot adjacent to Hanger Three; and Parcel C: approximately 44,410 square feet of shed space located at Building 180, North, and use of the parking lot adjacent to Building 180 North, Treasure Island

1 2 3

(the "Premises"), for the production of the *Trauma* television program being filmed on location in San Francisco and Treasure Island; and,

WHEREAS, The Original Sublease was first amended pursuant to a First Amendment to Sublease dated as of December 1, 2009 to extend the month to month Term through June 30, 2010; and,

WHEREAS, *Trauma* has completed its filming on location in San Francisco and Treasure Island, and Authority Staff and the Film Commission have negotiated a Second Amendment retroactively commencing on April 1, 2010 and expiring on June 30, 2010, to decrease the Base Rent from \$22,500.00 per month to \$7,500.00 per month in order to accommodate the removal of film equipment and deconstruction of several large sound stages constructed throughout Building 180 and Hanger Three; and,

WHEREAS, The Film Commission and *Trauma* completed several tenant improvements to the Premises, including installing a new rollup door, bathroom renovations, and electrical upgrades totaling over \$50,000, in order for *Trauma* to be able to use the Premises for film productions; and,

WHEREAS, The Film Commission and *Trauma's* construction of these building improvements will benefit the Authority by increasing the marketability and rents for Buildings One and 180, and Hanger Three; and,

WHEREAS, Although the Authority Staff and the Film Commission have negotiated a Base Rent reduction for a three month period that is below the Authority's Approved Minimum Rent Schedule for 2010, Authority staff believes the tenant improvements to Buildings One and 180, and Hanger Three represent fair market value for such Base Rent reduction; now, therefore, be it

RESOLVED, That the Board of Directors hereby approves the Second Amendment to the Sublease between the Authority and the Film Commission for the Premises, and

authorizes the Director of Island Operations or her designee to execute said Second Amendment in substantially the form attached hereto as Exhibit A; and be it

 FURTHER RESOLVED, That the Board of Directors hereby finds that (i) entering into the Second Amendment will serve the goals of the Authority and the public interests of the City, and (ii) the terms and conditions of the Second Amendment are economically reasonable; and be it

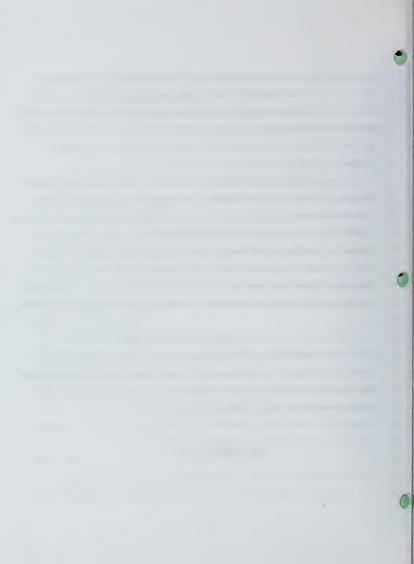
FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations to enter into any additions, amendments or other modifications to the Second Amendment that the Director of Island Operations determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the Second Amendment, such determination to be conclusively evidenced by the execution and delivery by the Director of Island Operations of the documents and any amendments thereto.

#### CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island

Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on May 12, 2010.

Helen Nigg, Secretary



#### SECOND AMENDMENT TO SUBLEASE No. 158

THIS SECOND AMENDMENT TO SUBLEASE (this "Second Amendment"), dated for reference purposes only as of April 1, 2010, is by and between the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California public benefit corporation ("Sublandlord"), and CITY AND COUNTY OF SAN FRANCISCO, acting by and through its Film Commission ("Subtenant").

#### RECITALS

- A. Sublandlord and Subtenant entered into that certain Sublease dated for reference purposes as of June 1, 2009 (the "Original Sublease"), for Parcel A: approximately five thousand eight hundred and eighty three (5,883) square feet of office space located on the Second Floor of Building 1, the Administration Building, Suite 200 at One Avenue of the Palms; Parcel B: approximately one hundred one thousand five hundred and twenty (101,520) square feet of Hanger Three, 600 California Avenue, and use of the parking lot adjacent to Hanger Three; and Parcel C: approximately forty four thousand four hundred and ten (44,410) square feet of shed space located at Building 180, North, 200 California Avenue, and use of the parking lot adjacent to Building 180, North, 200 California Avenue, and use of the parking lot adjacent to Building 180, North, 200 California Avenue, Treasure Island, San Francisco, CA., as more particularly described in the Original Sublease. The Original Sublease was first amended pursuant to a First Amendment to Sublease dated as of December 1, 2009 (the "First Amendment and this Second Amendment are collectively referred to as the "Sublease." All capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Sublease.
- **B.** Sublandlord and Subtenant desire to amend the Sublease to extend the Term and decrease Base Rent on the terms and conditions set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the Sublandlord and Subtenant hereby amend the Sublease as follows:

#### AGREEMENT

- 1. <u>Recitals</u>. The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.
- 2. <u>Effective Date.</u> The effective date of this Second Amendment shall be April 1, 2010 (the "Effective Date").
- 3. <u>Term.</u> As of the Effective Date, the Term described in the Basic Sublease Information of the Sublease shall be amended to read as follows:

"Commencement date: June 1, 2009 Expiration date: June 30, 2010

Notwithstanding anything in this Sublease to the contrary, either Sublandlord or Subtenant, in its sole discretion, may terminate this Sublease for any reason upon delivery of not less than thirty (30) days' prior written notice to the other party.

Subtenant acknowledges and agrees that the Premises are not available for sublease after June 30, 2010, and no further extensions of the Term will be granted."

4. <u>Base Rent</u>. As of the Effective Date, the Base Rent described in the Basic Sublease Information of the Sublease shall be amended to read as follows:

"Seven Thousand and Five Hundred Dollars (\$7,500.00) per month"

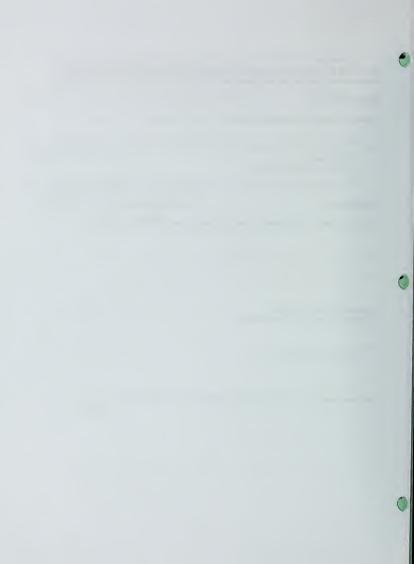
- Counterparts. This Second Amendment may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof.
- 6. Full Force and Effect. Except as specifically amended herein, the terms and conditions of the Sublease shall remain in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEI	REOF, SUBLANDLO	ORD and SUBTENANT	execute this Second
Amendment to Suble	ase at San Francisco,	California, as of the la	st date set forth below.

#### SUBLANDLORD:

Treasu	ure Island Development Authority	
	Mirian Saez Director of Island Operations	
	ENANT:	
	nd County of San Francisco, acting by and through its Film Comn	11881011
Its:		
	OVED AS TO FORM: IIS J. HERRERA, City Attorney	
Ву:	Deputy City Attorney	
Subleas	se Prepared By: Richard A. Rovetti, Deputy Director of Real Estate	(initial)







# AGENDA ITEM 8J Treasure Island Development Authority City and County of San Francisco Meeting of May 12, 2010

Subject: Resolution Authorizing an Eighth Amendment to the contract with Economic and Planning Systems for economic consulting services in support of negotiations with

the U.S. Navy and the Master Developer by extending the term for an additional twelve months through June 30, 2011 and increasing the budget from \$345,500 to a

total not-to-exceed amount of \$405,500 (Action Item)

Contact Michael Tymoff, Office of Economic and Workforce Development

#### BACKGROUND

The Authority is currently engaged in a simultaneous, dual track process of negotiating transfer of the property from the U.S. Navy and negotiating a disposition and development agreement (DDA) with a master developer for the economic redevelopment of former Naval Station Treasure Island. An integral component of these interlinked negotiations is iterative financial feasibility and fiscal impacts evaluations. The Authority, like most public agencies with the responsibility of managing a development project of this complexity, has and will continue to rely on third party consultants with the technical expertise to assist with these services. Since 2003 the Authority has utilized Economic and Planning Systems (EPS) to provide economic and real estate consulting services to assist the Authority in its negotiations with both the prospective master developer, Treasure Island Community Development, LLC (TICD), and the U.S. Navy. The original contract has been amended seven times during that period to add budget and extend the term consistent with the redevelopment planning and Navy negotiation process. The scope of work with EPS has consisted of the following tasks:

- (1) Disposition and Development Negotiations with the master developer,
- (2) Negotiations with the U.S. Navy, and
- (3) Fiscal Analysis relevant to both of the prior tasks.

In June 2009, the Authority amended the EPS contract by increasing the budget amount by \$30,500 for a new not-to-exceed total of \$345,500, and extending the term through June 30, 2010. This additional budget funded services to assist staff in negotiations with the Navy, pro forma negotiations with TICD, and fiscal impact analysis to support the Terms of Economic Development Conveyance Memorandum of Agreement with the Navy (EDC MOA Terms) and the Update to Development Plan and Term Sheet for the Redevelopment of Naval Station Treasure Island (Development Plan Update) that the Authority Board endorsed in April 2010.

Together, the EDC MOA Terms, the Development Plan Update (together with the 2006 Development Plan) and the TIHDI Term Sheet update the vision for Treasure Island consistent with the economic terms of the proposed Navy deal, current economic conditions and available project funding sources to deliver an implementable project. These three documents outline the terms upon which the Authority will continue to negotiate in good faith with the Navy, TICD and TIHDI to reach agreement on the final transaction documents for the project, including the EDC MOA with the Navy, the TICD DDA and the Amended and Restated TIHDI Agreement.

These term sheet documents also provide the basis for completing over the next 9 to 12 months project specific environmental review under CEQA and for negotiating the terms into detailed final agreements and plans. Staff expects to complete all necessary actions to begin project implementation within the next 12 months. During that time, many actions need to be completed to commence the redevelopment of Treasure Island, including the following areas where EPS assistance continues to be needed:

- EDC MOA. In 2007, EPS assisted the Authority in completely revising the original EDC Application, as requested by the Navy. This included a new jobs generation analysis, revised business plan and terms sections and revised analysis of the San Francisco region economy, each required elements of the EDC Application. In December 2009, the Authority and the Navy reached basic agreement on the financial terms of conveyance of the property, and negotiations are ongoing to further refine the ECD MOA Terms into a final conveyance agreement expected in mid 2011. EPS will continue to strategically advise the Authority in its negotiations with the Navy.
- DDA Negotiations and Analysis. As part of the on-going project planning, the pro
  forma has continued to evolve. Even with the Development Plan Update, staff expects
  refinements to the pro forma will be made and will continue to require assistance from
  EPS in preparing materials, reviewing information prepared by TICD, and conducting
  sensitivity analyses of the assumptions in TICD's project pro forma. EPS will continue
  to strategically advise the Authority as the negotiations with the Navy and TICD play
  out simultaneously.
- Fiscal Analysis. As the on-going negotiations with the Navy and TICD will trigger
  analysis of the final Financing Plan, so will they likely trigger further analysis and
  response to questions regarding the final Fiscal Impacts Analysis that will be attached
  to the DDA. EPS will provide the necessary support for both discussions with TICD
  and negotiations with the Navy on this task.

This will require additional budget for EPS to provide the services under the existing contract and extending the term of the contract, which will expire on June 30, 2010. Therefore, the contract amendment increases the budget by \$60,000 and extends the term of the contract through June 30, 2011, an extension length that provides sufficient time, and adequate funding for on-going negotiations with the Navy and TICD, including financial and fiscal analysis.

The funds for this contract amendment were budgeted in the Authority's FY 2010-11 budget and 100 percent of the costs will be reimbursed by TICD under the terms of the Exclusive Negotiating Agreement between the Authority and TICD.

#### RECOMMENDATION

Staff recommends approval of the Eighth Amendment to the contract with EPS extending the term for an additional twelve months through June 30, 2011 and increasing the budget from \$345,500 to a total not-to-exceed amount of \$405,500

#### **EXHIBITS**

A Eighth Amendment to Contract with EPS



[Authorization to Execute an Eighth Amendment to Contract with Economic and Planning Systems]

Authorizing an Eighth Amendment to the contract with Economic and Planning Systems for economic consulting services in support of negotiations with the U.S. Navy and the Master Developer by extending the term for an additional twelve months through June 30, 2011 and increasing the budget from \$345,500 to a total not-to-exceed amount of \$405.500.

WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America ("the Federal Government"); and,

WHEREAS, Treasure Island was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, In 1995, the General Services Administration and the Bureau of Land Management determined that Yerba Buena Island was surplus to the Federal Government's needs and could be transferred to the administrative jurisdiction of the Department of Defense under the Base Closure and Realignment Act of 1990 and disposed of together with Treasure Island; and.

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to the public trust for commerce, navigation and fisheries (the "Tidelands Trust"), vested in the Authority the authority to administer the Tidelands Trust as to such property; and,

WHEREAS, The Board of Supervisors approved the designation of the Authority as a redevelopment agency for Treasure Island in 1997; and,

WHEREAS, The Authority issued a Request for Proposals ("RFP") for Consultant Services to assist the Authority in preparation of an Economic Development Conveyance ("EDC") Application and the creation and adoption of a Redevelopment Plan for former Naval Station Treasure Island on July 15, 1998; and,

WHEREAS, Economic and Planning Systems ("EPS") responded to the RFP as a member of the Sedway Group team to provide economic consulting services; and,

WHEREAS, The Authority authorized the Executive Director to execute a contract with the Sedway team based on the fact that the Sedway team was the highest ranked respondent to the RFP; and,

WHEREAS, The EDC application has been completed, as specified under the terms of the contract; and,

WHEREAS, In response to a Navy request, EPS assisted the Authority in 2003 by updating the original EDC Application; and,

WHEREAS, On September 8, 2004, the Authority authorized the Executive Director to execute a new contract with EPS to provide economic consulting services expected to complete the process of negotiating a transfer of property with the Navy and completion of the Disposition and Development Agreement with the master developer in an amount not-to-exceed \$150,000; and,

1 2

WHEREAS, On December 14, 2005, the Authority authorized the Executive Director to extend the term of the contract with EPS to June 30, 2006, a timeframe that was consistent with the Authority's schedule for endorsement of a Development Plan and Term Sheet by the Authority Board and Board of Supervisors; and,

WHEREAS, On April 17, 2006, the Authority approved a contract amendment increasing the budget by \$35,000 for a total not-to-exceed contract amount of \$185,000; and,

WHEREAS, On July 26, 2006, the Authority approved a contract amendment extending the term of the contract with EPS to December 31, 2006 to provide the Authority with the continued services of EPS during the completion of the Development Plan and Term Sheet consistent with the further extended timeframe approved by the Authority; and,

WHEREAS, The Authority Board and the Board of Supervisors endorsed the Development Plan and Term Sheet in the Fall of 2006; and,

WHEREAS, Upon endorsement of the Development Plan and Term Sheet, conveyance negotiations with the Navy has become the highest immediate priority in the development planning process; and,

WHEREAS, On February 14, 2007, the Authority approved a Fourth Amendment to the contract with EPS increasing the budget by an additional \$80,000, a Fifth Amendment on September 12, 2007 to the contract with EPS retroactively extending the term of the agreement to June 30, 2008, a Sixth Amendment on September 10, 2008 to the contract with EPS retroactively extending the term of the agreement to June 30, 2009 and increasing the budget from \$265,000 to a total not-to-exceed amount of \$315,000,; and a Seventh Amendment on June 10, 2009 to the contract with EPS extending the term of the agreement

to June 30, 2010 and increasing the budget from \$315,000 to a total not-to-exceed amount of \$345,500.

WHEREAS, Negotiations of the final terms of an Economic Development Conveyance Memorandum of Agreement ("EDC MOA") with the Navy, based on the amended and restated EDC Application that the Authority submitted to the Navy in 2007, are on-going and negotiations with the master developer also are on-going, therefore, staff still requires the services of EPS as Disposition and Development Agreement negotiations with the master developer will be influenced in great measure by the final terms of the EDC MOA between the Authority and the Navy; and,

WHEREAS, Additional budget is required for EPS to provide additional services and the contract will expire on June 30, 2010; now, therefore, be it

RESOLVED, That the Authority hereby authorizes the Treasure Island Redevelopment Project Director to execute an eighth amendment to the contract with EPS to assist the Authority with economic consulting services in support of negotiating an EDC MOA with the Navy, by extending the term for an additional twelve months through June 30, 2011 and increasing the budget from \$345,500 to a total not-to-exceed amount of \$405,500, in substantially the form attached to this resolution as Exhibit A; and, be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Treasure Island Redevelopment Project Director to take all actions necessary and appropriate to carry out the terms of the eighth amendment to the contract with EPS, and enter into any additions, amendments or other modifications to the eighth amendment that the Treasure Island Redevelopment Project Director determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the eighth amendment, such

determination to be conclusively evidenced by the execution and delivery by the Treasure Island Redevelopment Project Director of the documents and any amendments thereto.

#### CERTIFICATE OF SECRETARY

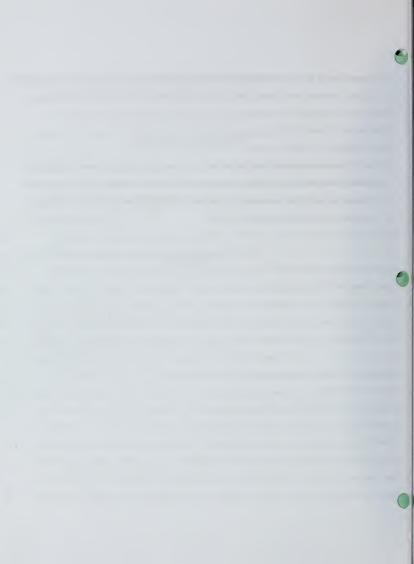
I hereby certify that I am the duly elected and acting Secretary of the Treasure Island

Development Authority, a California nonprofit public benefit corporation, and that the above

Resolution was duly adopted and approved by the Board of Directors of the Authority at a

properly noticed meeting on May 12, 2010.

Helen Nigg



# TREASURE ISLAND DEVELOPMENT AUTHORITY CITY AND COUNTY OF SAN FRANCISCO

### EIGHTH AMENDMENT

THIS EIGHTH AMENDMENT (this "Amendment") is made as of May 12, 2010, in San Francisco, California, by and between Economic and Planning Systems ("Contractor"), and the Treasure Island Development Authority, a municipal corporation ("Authority"), acting by and through its Treasure Island Redevelopment Project Director ("Director").

#### RECITALS

WHEREAS, Authority and Contractor have entered into the Agreement (as defined below); and

WHEREAS, Authority and Contractor desire to modify the Agreement on the terms and conditions set forth herein:

NOW, THEREFORE, Contractor and the Authority agree as follows:

- 1. Definitions. The following definitions shall apply to this Amendment:
- (a) Agreement. The term "Agreement" shall mean the Agreement dated September 1, 2004 between Contractor and Authority, as amended by a First Amendment dated January 1, 2006, a Second Amendment dated April 17, 2006, a Third Amendment dated July 1, 2006, a Fourth Amendment dated February 14, 2007, a Fifth Amendment dated September 1, 2007, a Sixth Amendment dated September 10, 2008, and a Seventh Amendment dated June 10, 2009.
- (b) Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.
- 2. Modifications to the Agreement. The Agreement is hereby modified as follows:
  - (a) Section 2, Term of the Agreement, is hereby amended to read as follows: Subject to Section 1, the term of this Agreement shall be from September 1, 2004 through June 30, 2011.
  - (b) Section 5, Compensation. The Agreement is hereby modified as follows:

Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the Director, in their sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed Four Hundred Five Thousand, Five Hundred Dollars (\$405,500). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Authority as being in accordance with this Agreement. The Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall the Authority or City be liable for interest or late charges for any late payments.

- (c) Exhibit B: Calculation of Charges, is hereby deleted in its entirety and replaced by Exhibit B: Calculation of Charges, as attached to this Amendment.
- 3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.
- 4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and Authority have executed this Amendment as of the date first referenced above.

#### AUTHORITY

Recommended by:

Jack Sylvan, Treasure Island Redevelopment Project Director Treasure Island Development Authority

Approved as to form

Dennis J. Herrera City Attorney

#### CONTRACTOR

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood Paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

James R. Musbach, Managing Principal Economic and Planning Systems (EPS) 2501 Ninth St. Suite 200 Berkeley, CA 94710 Tel: 510/398-2853 Fax: 510/841-9208

FEIN:



**Budget for Services to Treasure Island Development Authority** 

EPS #12100 Table 1

			EPS Staff					
Task/ Description	Musbach	Berkson	Nimon	Research Analyst	Research Production Analyst Staff	Staff Cost Subtotal	Direct Costs	Total Budget
Contract (through June 30, 2010)								
Task 1: DDA Negotiations	250	325	285	215	27	\$189,365	\$840	\$190,205
Task 2: EDC Application	133	138	82	122	12	\$89,090	\$260	\$89,350
Task 3: Fiscal Analysis	12	120	152	180	<u>26</u>	\$65,610	\$335	\$65,945
TOTAL	395	583	522	517	92	\$344,065	\$1,435	\$345,500
Contract Amendment								
Task 1: DDA Negotiations	20	09	20	0	က	\$27,425	\$20	\$27,475
Task 2: EDC Application	9	10	20	0	0	\$6,850	\$0	\$6,850
Task 3: Fiscal Analysis	띰	띪	8	01	9	\$25,625	\$20	\$25,675
TOTAL	39	125	130	0	6	\$59,900	\$100	\$60,000
Billing Rates	\$300	\$245	\$130	\$110	\$75			
TOTAL, as amended Task 1: DDA Negotiations	270	385	335	215	30	\$216,790	\$890	\$217,680
Task 2: EDC Application	139	148	105	122	12	\$95,940	\$260	\$96,200
Task 3: Fiscal Analysis	52	175	212	18	32	\$91,235	\$385	\$91,620
TOTAL	434	208	652	517	74	\$403,965	\$1,535	\$405,500

Notes: Actual staff allocations will depend upon specific direction from TIDA, and the extent of analysis, meetings, and presentations required as negotiations proceed. Expenses billed at cost, including shipping, copying, mileage and expenses for tavel to meetings, and data acquisition.

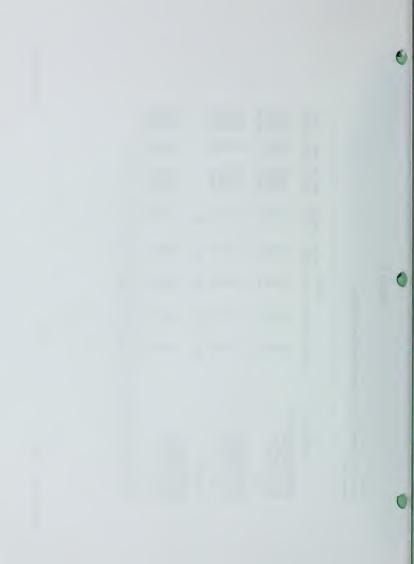
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EXHIE
Table 1
Budget for Services to Treasure Island Development Authority
EPS #12100

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Task 3: Fiscal Analysis	12	120	152	8	<u>56</u>	\$65,610	\$335	\$65,945
TOTAL	395	583	522	517	92	\$344,065	\$1,435	\$345,500
Contract Amendment								
Task 1: DDA Negotiations	20	09	20	0	3	\$27,425	\$50	\$27,475
Task 2: EDC Application	9	10	20	0	0	\$6,850	80	\$6,850
Task 3: Fiscal Analysis	임	22	영	OI	91	\$25,625	\$50	\$25,675
TOTAL	33	125	130	0	6	\$59,900	\$100	\$60,000
Billing Rates	\$300	\$245	\$130	\$110	\$75			
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TREASURE ISLAND DEVELOPMENT AUTHORITY ONE AVENUE OF THE PALMS. BLDG. ONE, 2ND FLOOR, TREASURE ISLAND SAN FRANCISCO, CA 94130 (415) 274-0660 FAX (415) 274-0299 WWW.SFTREASUREISLAND.ORG

# TREASURE ISLAND DEVELOPMENT AUTHORITY DRAFT-MEETING AGENDA

May 12th, 2010 - 1:30 P.M.

Room 400, City Hall 1 Dr. Carlton B. Goodlett Place

> Gavin Newsom, Mayor DIRECTORS

GOVERNMENT DOCUMENTS DEPT

MAY - 7 2010

Owen Stephens, President Helen Nigg, Secretary John Rahaim Douglas Shoemaker

John Elberling, CFO Claudine Cheng Jean-Paul Samaha Supervisor Chris Daly (Ex-Officio)

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Mirian Saez, Director of Island Operations

#### ORDER OF BUSINESS

- 1. Call to Order and Roll Call
- 2. General Public Comment (Discussion Item) \*\*\*In addition to General Public Comment, Public Comment will be held during each item on the agenda.\* Estimated Length of Item: 10 minutes
- 3. Reports
  - a. Report by Director of Island Operations (Discussion Item) Estimated Length of Item: 5 minutes
  - b. Report by Office of Economic & Workforce Development (Discussion Item) Estimated Length of Item: 10 minutes
  - c. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (Discussion Item)

Estimated Length of Item: 5 Minutes

- 4. Communications (Discussion Item)
  Estimated Length of Item: 5 minutes
- 5. Ongoing Business by Directors
- 6. CONSENT AGENDA

  Estimated Length of Item: 5 minutes

Ill matters listed hereunder constitute a Consent Agenda, are considered to be routine by the Freasure Island Development Authority Board and will be acted upon by a single vote of the Authority Board. There will be no separate discussion of these items unless a member of the Authority Board so requests, in which event the matter shall be removed from the Consent Agendo and considered as a separate item.

- a. Approving the Minutes of the April 7, 2010 Special Meeting (Action Item)
- Resolution Approving and Authorizing an Extension of the Cooperative Agreement with the United States Navy from October 1, 2010 to September 30, 2011 (Action Item)
- Resolution Authorizing the Thirty Fourth Amendment to the Treasure Island Land and Structures Master Lease between the Authority and the Navy to Extend the Term (Action Item)
- d. Resolution Authorizing the Twenty Second Amendment to the Treasure Island Event Venues Master Lease between the Authority and the Navy to Extend the Term (Action Item)
- e. Resolution Authorizing the Fourteenth Amendment to the Treasure Island Marina Master Lease between the Authority and the Navy to Extend the Term (Action Item)
- f. Resolution Authorizing the Sixth Amendment to the Treasure Island Childeare Center Master Lease between the Authority and the Navy to Extend the Term (Action Item)
- g. Resolution Authorizing the Twenty Sixth Amendment to the Treasure Island South Waterfront Master Lease between the Authority and the Navy to Extend the Term (Action Item)
- h. Resolution Approving and Authorizing the Execution of Sublease No. 263 with William Collister and Gerrid Joy, individuals, for Approximately Thirty Thousand (30,000) square feet of shed space located at Building 201, Treasure Island (Action Item)

- i. Resolution Retroactively Approving and Authorizing the Execution of a Second Amendment to Sublease No. 158 with the City and County of San Francisco, acting by and through its Film Commission, to decrease Base Rent for Parcel A: office space located on the Second Floor of Building One, the Administration Building, Suite 200: Parcel B: Hanger Three; and Parcel C: shed space located at Building 180, North. Treasure Island (Action Item)
- j. Resolution Authorizing an Eighth Amendment to the Contract with Economic and Planning Systems for Economic Consulting Services in Support of Negotiations with the U.S. Navy and the Master Developer by Extending the Term for an Additional Twelve Months through June 30, 2011 and Increasing the Budget from \$345,500 to a Total Not-to-Exceed Amount of \$405,500. (Action Item)
- Feedback and Responses on Draft Design for Development by Treasure Island 8. Community Development (Discussion Item) Estimated Length of Item: 30 Minutes
- Ferry Terminal Conceptual Design Presentation by SOM and Moffatt and Nichol (Discussion Item) Estimated Length of Item: 30 Minutes
- 10. Discussion of Future Items by Directors
- 11 POSSIBLE CLOSED SESSION
  - If approved by the TIDA Board, this Closed Session item will take place for approximately 30 minutes at the end of the meeting \*\*\*
    - a. Public Comment on all items relating to closed session
    - b. Vote on whether to hold closed session to confer with real property negotiators, (Action item)
    - CONFERENCE WITH REAL PROPERTY NEGOTIATORS Persons negotiating for the Authority: Jack Sylvan, Michael Tymoff, Jon Yolles

Persons negotiating with the Authority: United States Navy, Treasure Island Community Development LLC, Treasure Island Homeless Development Initiative

Property: Former Naval Station Treasure Island Under Negotiation:

Price: Terms of payment: Both: X

- c. Reconvene in open session (Action item)
- i. Possible report on action taken in closed session under Agenda Item 11 (Government Code section 54957.1 (a) (1) and San Francisco Administrative Code Section 67.12)
- ii. Vote to elect whether to disclose any or all discussions held in closed session (San Francisco Administrative Code Section 67.12).

Redevous documents such as recolutions, staff summaries, leases, subleases are available at the Treasure Island Townstopment Authority Office. One Avenue of the Palms, Second Floor, Treasure Island, and the Government Information Center at the Main Library, 100 Larkin Street. Public comment is taken on each item on the agenda.

If my materials related to an item on this agenda have been distributed to the TIDA Board of Directors after distribution of the agenda packet, those materials are available for public inspection at Treasure Island procedure in Authority, Building One, 2<sup>rd</sup> Floor, One Ave. of Palms, San Francisco, CA 941130 during normal contents.

#### Disability Access

The Freasure Island Development Authority holds its regular meetings at San Francisco City Hall. City Hall is accessible to persons using wheelchairs and others with disabilities. Assistive listening devices are available upon request. Agendas are available in large print. Materials in alternative formats and/or American Sign Language interpreters will be made available upon request. Please make your request for alternative format or other accommodations to the Mayor's Office on Disability 554-6789 (V), 554-6799 (TTY) at least 72 hours prior to the meeting to help ensure availability.

The nearest accessible BART station is Civic Center Plaza at the intersection of Market, Grove, and Hyde Streets. The accessible MUNI Metro lines are the J. K, L, M, and N (Civic Center Station or Van Ness Avenue Station). MUNI bus lines serving the area are the 47 Van Ness, 9 San Bruno, and the 6, 7, 71 liaight/Noriega. Accessible curbside parking is available on 1 Dr. Carlton B. Goodlett Place and Grove Street. For more information about MUNI accessible services, call 923-6142.

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illness, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based scented products. Please help the City to accommodate these individuals.

The ringing of and use of cell phones, pagers, and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing devices.

#### Lobbyist Ordinance

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance [SF Campaign and Governmental Code 2.100] to register and report lobby ing activity. For more information about the Lobbyist Ordinance, please contact the Ethics Commission at 30 Van Ness Avenue, Suite 3900, San Francisco, CA 94102, telephone (415) 581-2300, fax (415) 581-2317 and web slite http://www.sfgov.org/ethics/.

# KNOW YOUR RIGHTS UNDER THE SUNSHINE ORDINANCE (Chapter 67 of the San Francisco Administrative Code)

Government's duty is to serve the public, reaching its decision in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance or to report a violation of the ordinance, contact: Administrator, Sunshine Ordinance Task Force, 1 Dr. Cartton B. Goodlett Place, Room 244, San Francisco CA 94102-4689; by phone at 415 554 77824; by fax at 415 554 7824; or by email at sott@sfgov.org.

Citizens interested in obtaining a free copy of the Sunshine Ordinance can request a copy from the SOTF or by printing Chapter 67 of the San Francisco Administrative Code on the Internet, http://www.sfgov.org



REASURE ISLAND DEVELOPMENT AUTHORITY
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WWW.SFTREASUREISLAND.ORG

Draft Minutes of Meeting Treasure Island Development Authority May 12, 2010

> San Francisco City Hall Room 400 San Francisco, CA

> Gavin Newsom, Mayor

1. Call to Order

1:48 P.M.

Roll Call

Owen Stephens, *President*John Elberling, *CFO*Claudine Cheng
Jean-Paul Samaha

Excused

Helen Nigg John Rahaim Douglas Shoemaker Supervisor Chris Daly

GOVERNMENT DOCUMENTS DEPT

JUN - 4 2010

2. General Public Comment
There was no General Public Comment.

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## 3a. Director's Report

Mirian Saez, Director of Island Operations, provided a report on Island and staff activities over the past month. Discussed on-Island crime statistics for the month and noted a downturn in crime over the past year; discussed work done in conjunction with the housing providers to address behavioral tenant problems; discussed work done by TIDA staff, Treasure Island Villages staff and San Francisco State University interns to perform outreach ahead of Recology's Green Bin composting pilot project in certain portions of the residential area; discussed recent Recology-Goodwill-Department of the Environment "Big 3" event held recently on-Island; staff meeting with SFMTA staff regarding traffic calming measure recommendations; recent pothole assessment and upcoming paving work being done on-Island to remedy potholes and prepare for the 2010 San Francisco Triathlon at Treasure Island; provided information on waivers and reductions granted in the previous month as well as new commercial leasing

activity. Noted that Treasure Island Wines have been selected for an "Only in San Francisco" grant by the San Francisco Convention and Visitors Bureau; and that the Director of Island Operations was honored by the Art Deco Society of California with a Historic Preservation Award for work preserving the 1939-1940 Golden Gate International Exposition. Highlighted the retirement of Captain Daniel McDonagh, the current captain of Southern Station and Inspector Pat Stranahan, the current Fire Inspector for Treasure and Yerba Buena Islands.

Director Cheng inquired about an update on the Navy clean-up efforts.

Ms. Saez stated that staff intended to have a Navy update calendared for a subsequent meeting.

There was no Public Comment on the Director's Report.

# 3b. Report by Office of Economic & Workforce Development

Mr. Jack Sylvan, Office of Economic and Workforce Development, provided a report on redevelopment planning activities and negotiations with the United States Navy. Discussed hearing of the Term Sheet revisions at the Board of Supervisors Land Use Committee. The items were forwarded with recommendation to the full Board of Supervisors and the item will be heard at the upcoming meeting of the full Board of Supervisors. Discussed schedules for the on and off-ramp Environmental Impact Review (EIR) and the project EIR. The Association of Defense Communities annual conference will be held in San Francisco August 8 through 11, 2010 with a reception being held on Treasure Island.

There was no Public Comment on the Report by Office of Economic and Workforce Development.

3c. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (CAB) Ms. Karen Knowles-Pearce, CAB chair, provided a report on the activities of the CAB. The CAB met in early May with comments and feedback on the Draft Design for Development and a presentation on the ferry terminal conceptual design.

There was no Public Comment on the Citizen Advisory Board report.

#### 4. Communications

There was no discussion of the Communications by Directors.

There was no Public Comment on the Communications.

# 5. Ongoing Business by Directors

There was no discussion of Ongoing Business by Directors.

There was no Public Comment on the item.

## 6. Consent Agenda

There was no Public Comment on the Consent Agenda.

Director Elberling motioned for approval.

Director Cheng seconded the motion. The item was approved unanimously.

Director Rahaim joined the TIDA Board at 2:15 PM.

# 7. Feedback and Responses on Draft Design for Development by TICD

Mr. Michael Tymoff, Office of Economic and Workforce Development, discussed the review and feedback process to-date on the Draft Design for Development. The CAB has gone through a rigorous review of the document. Comments have been received from the San Francisco Bicycle Coalition, Department of Public Health and a group of YBI residents amongst others.

Mr. Keith Orlesky, Treasure Island Community Development, discussed elements of the Draft Design for Development addressing visual elements of the plan including color palettes, use of various building materials and various glass tints. Discussed comparable master plan communities in other parts of the country and the world and their visual elements pertaining to colors and glass. Provided for review various renderings of a section of the proposed project incorporating a variety of building color palettes and glass colors, as viewed during different periods of the day.

Director Elberling encouraged considering accent colors on the lower levels of buildings as that is a pedestrian realm.

Director Rahaim stated that visible buildings need to have an appropriate combination of opacity and glass so that there is both texture and an increased transparency. Stated that the color selection of glass is very important.

Director Cheng asked if the "shadow ordinance" in San Francisco would apply to this project. Mr. Orlesky stated the ordinance in question specifically applies only to San Francisco Recreation and Park Department open spaces, which is not contemplated in the plan. Stated that shadows cast by buildings is an important consideration nonetheless.

Director Samaha asked what the process would be for design review of new construction throughout the build-out.

Mr. Tymoff stated that this will be governed by a Design Review and Document Approval Procedure, with the Design for Development document serving as the standard for design.

Director Stephens asked if specific glass materials were more sustainable than others when considering the projects overall sustainability goals.

Mr. Orlesky stated yes, but all levels of sustainability were available in all glass materials contemplated in this presentation.

# Public Comment

Ms. Karen Knowles-Pearce, TI/YBI CAB, stated a question was raised at the CAB meeting as to who would control reviewing and ruling exceptions to the design guidelines as they were presented.

Ms. Ruth Gravanis spoke in support of guidelines for building materials which contemplate and aim to reduce the potential for bird strikes of structures.

# 8. Ferry Terminal Conceptual Design Presentation

Mr. Michael Tymoff, Office of Economic and Workforce Development, presented SOM and Moffat and Nichol, the lead design and engineering teams for the proposed ferry terminal, working under the direction of the Water Emergency Transit Authority, as the ferry service provider, in coordination with TIDA and TICD.

Mr. Leo Chow, SOM, discussed the landside elements of the ferry terminal contemplated in the redevelopment project. A main element is the importance of interconnectivity between Treasure Island and mainland San Francisco. Ferry terminal will be in the area of the Island where people are transferring from off-Island transit to on-Island transit. Another important aim is to maintain the connectivity of the proposed San Francisco Bay Trail. Discussed the placement of the ferry terminal facility to the west of Building One on the western shore of Treasure Island. Stressed the importance of framing the area between the ferry terminal and Building One, which is the intermodal transit hub and plaza. From the ferry terminal there will be the ability to move throughout the Island on a variety of paths. Ferry terminal is a simple structure, flexible allowing for modifications depending on how ridership develops. Passengers would disembark from the vessel to a float, up the gangway and out into the street. Passengers boarding the ferries would be ticketed in a holding area, and then walk down the gangway onto the vessels. Opportunity has been preserved to allow for berthing of various vessels, regardless of current design.

Mr. Dilip Trivedi, of Moffat and Nichol, discussed the waterside elements of the ferry terminal, including a pile-supported pier, gangway and system of ramps attached to a float. Vessels would transport passengers to the Ferry Building. Under a scenario where ridership levels were high, additional vessel types would be considered to accommodate more passengers. The existing terminal will be built to accommodate these various vessels if necessary.

Director Rahaim asked for more detail about the need for a southern breakwater.

Mr. Dilip Trivedi stated that though the Yerba Buena shoreline provides protection from winds coming in from the south, however a southern breakwater will prevent waves from entering the harbor basin during high winds.

Director Elberling suggested contemplation of small retail stands at the ferry terminal for passenger conveniences like coffee.

Director Cheng asked if there would be bicycle facilities within the terminal.

Mr. Tymoff stated that there would be bicycle parking at the terminal as well as a bicycle library nearby for people who wish to rent or borrow bicycles.

Mr. Chow stated that they expected most passengers who would be bringing bicycles would be keeping them to continue travel elsewhere on the Island as opposed to needing parking space at the terminal

There was no Public Comment on this item.

## 9. Discussion of Future Items by Directors

There was no discussion of future items by Directors.

# Possible Closed Session for Conference with Real Property Negotiator There was no Public Comment on the possible Closed Session.

Director Stephens motioned to move to Closed Session. The TIDA Board went to Closed Session at 3:10 PM.

Attendees:
Mirian Saez, TIDA
Peter Summerville, TIDA
Eileen Malley, Office of the City Attorney
Joanne Sakai, Office of the City Attorney
Jack Sylvan, Office of Economic and Workforce Development
Michael Tymoff, Office of Economic and Workforce Development
Janell Stoney, Office of Economic and Workforce Development
John Yolles, Office of Economic and Workforce Development

Director Rahaim left the TIDA Board at 3:50 PM.

The TIDA Board re-convened in Open Session at 4:13 PM.

Director Elberling motioned to not disclose the Closed Session Director Cheng seconded the motion not to disclose The TIDA Board unanimously voted not to disclose the Closed Session

#### 11. Adjourn

The meeting was adjourned at 4:14 PM.



CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY

ONE AVENUE OF THE PALMS, 2<sup>NO</sup> FLOOR, TREASURE ISLAND SAN FRANCISCO, CA 94130 (415) 274-0660 FAX (415) 274-0299 WWW. SFTREASUREISLAND, ORG



Minutes of Meeting Treasure Island Development Authority May 12, 2010

> San Francisco City Hall Room 400 San Francisco, CA

Gavin Newsom, Mayor

1. Call to Order

1:48 P.M.

Roll Call

Owen Stephens, *President*John Elberling, *CFO*Claudine Cheng
Jean-Paul Samaha

Excused

Helen Nigg John Rahaim Douglas Shoemaker Supervisor Chris Daly

# 2. General Public Comment There was no General Public Comment.

# 3a. Director's Report

Mirian Saez, Director of Island Operations, provided a report on Island and staff activities over the past month. Discussed on-Island crime statistics for the month and noted a downturn in crime over the past year; discussed work done in conjunction with the housing providers to address behavioral tenant problems; discussed work done by TIDA staff, Treasure Island Villages staff and San Francisco State University interns to perform outreach ahead of Recology's Green Bin composting pilot project in certain portions of the residential area; discussed recent Recology-Goodwill-Department of the Environment "Big 3" event held recently on-Island; staff meeting with SFMTA staff regarding traffic calming measure recommendations; recent pothole assessment and upcoming paving work being done on-Island to remedy potholes and prepare for the 2010 San Francisco Triathlon at Treasure Island; provided information on waivers and reductions granted in the previous month as well as new commercial leasing

activity. Noted that Treasure Island Wines have been selected for an "Only in San Francisco" grant by the San Francisco Convention and Visitors Bureau; and that the Director of Island Operations was honored by the Art Deco Society of California with a Historic Preservation Award for work preserving the 1939-1940 Golden Gate International Exposition. Highlighted the retirement of Captain Daniel McDonagh, the current captain of Southern Station and Inspector Pat Stranahan, the current Fire Inspector for Treasure and Yerba Buena Islands.

Director Cheng inquired about an update on the Navy clean-up efforts.

Ms. Sacz stated that staff intended to have a Navy update calendared for a subsequent meeting.

There was no Public Comment on the Director's Report.

# 3b. Report by Office of Economic & Workforce Development

Mr. Jack Sylvan, Office of Economic and Workforce Development, provided a report on redevelopment planning activities and negotiations with the United States Navy. Discussed hearing of the Term Sheet revisions at the Board of Supervisors Land Use Committee. The items were forwarded with recommendation to the full Board of Supervisors and the item will be heard at the upcoming meeting of the full Board of Supervisors. Discussed schedules for the on and off-ramp Environmental Impact Review (EIR) and the project EIR. The Association of Defense Communities annual conference will be held in San Francisco August 8 through 11. 2010 with a reception being held on Treasure Island.

There was no Public Comment on the Report by Office of Economic and Workforce Development.

3c. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (CAB) Ms. Karen Knowles-Pearce, CAB chair, provided a report on the activities of the CAB. The CAB met in early May with comments and feedback on the Draft Design for Development and a presentation on the ferry terminal conceptual design.

There was no Public Comment on the Citizen Advisory Board report.

#### 4. Communications

There was no discussion of the Communications by Directors.

There was no Public Comment on the Communications.

#### 5. Ongoing Business by Directors

There was no discussion of Ongoing Business by Directors.

There was no Public Comment on the item.

#### 6. Consent Agenda

There was no Public Comment on the Consent Agenda.

Director Elberling motioned for approval.

Director Cheng seconded the motion. The item was approved unanimously.

Director Rahaim joined the TIDA Board at 2:15 PM.

#### 7. Feedback and Responses on Draft Design for Development by TICD

Mr. Michael Tymoff, Office of Economic and Workforce Development, discussed the review and feedback process to-date on the Draft Design for Development. The CAB has gone through a rigorous review of the document. Comments have been received from the San Francisco Bicycle Coalition, Department of Public Health and a group of YBI residents amongst others.

Mr. Keith Orlesky, Treasure Island Community Development, discussed elements of the Draft Design for Development addressing visual elements of the plan including color palettes, use of various building materials and various glass tints. Discussed comparable master plan communities in other parts of the country and the world and their visual elements pertaining to colors and glass. Provided for review various renderings of a section of the proposed project incorporating a variety of building color palettes and glass colors, as viewed during different periods of the day.

Director Elberling encouraged considering accent colors on the lower levels of buildings as that is a pedestrian realm.

Director Rahaim stated that visible buildings need to have an appropriate combination of opacity and glass so that there is both texture and an increased transparency. Stated that the color selection of glass is very important.

Director Cheng asked if the "shadow ordinance" in San Francisco would apply to this project. Mr. Orlesky stated the ordinance in question specifically applies only to San Francisco Recreation and Park Department open spaces, which is not contemplated in the plan. Stated that shadows cast by buildings is an important consideration nonetheless.

Director Samaha asked what the process would be for design review of new construction throughout the build-out.

Mr. Tymoff stated that this will be governed by a Design Review and Document Approval Procedure, with the Design for Development document serving as the standard for design.

Director Stephens asked if specific glass materials were more sustainable than others when considering the projects overall sustainability goals.

Mr. Orlesky stated yes, but all levels of sustainability were available in all glass materials contemplated in this presentation.

#### Public Comment

Ms. Karen Knowles-Pearce, TI/YBI CAB, stated a question was raised at the CAB meeting as to who would control reviewing and ruling exceptions to the design guidelines as they were presented.

Ms. Ruth Gravanis spoke in support of guidelines for building materials which contemplate and aim to reduce the potential for bird strikes of structures.

#### 8. Ferry Terminal Conceptual Design Presentation

Mr. Michael Tymoff, Office of Economic and Workforce Development, presented SOM and Motifat and Nichol, the lead design and engineering teams for the proposed ferry terminal, working under the direction of the Water Emergency Transit Authority, as the ferry service provider, in coordination with TIDA and TICD.

Mr. Leo Chow, SOM, discussed the landside elements of the ferry terminal contemplated in the redevelopment project. A main element is the importance of interconnectivity between Treasure Island and mainland San Francisco. Ferry terminal will be in the area of the Island where people are transferring from off-Island transit to on-Island transit. Another important aim is to maintain the connectivity of the proposed San Francisco Bay Trail. Discussed the placement of the ferry terminal facility to the west of Building One on the western shore of Treasure Island. Stressed the importance of framing the area between the ferry terminal and Building One, which is the intermodal transit hub and plaza. From the ferry terminal there will be the ability to move throughout the Island on a variety of paths. Ferry terminal is a simple structure, flexible allowing for modifications depending on how ridership develops. Passengers would disembark from the vessel to a float, up the gangway and out into the street. Passengers boarding the ferries would be ticketed in a holding area, and then walk down the gangway onto the vessels. Opportunity has been preserved to allow for berthing of various vessels, regardless of current design.

Mr. Dilip Trivedi, of Moffat and Nichol, discussed the waterside elements of the ferry terminal, including a pile-supported pier, gangway and system of ramps attached to a float. Vessels would transport passengers to the Ferry Building. Under a scenario where ridership levels were high, additional vessel types would be considered to accommodate more passengers. The existing terminal will be built to accommodate these various vessels if necessary.

Director Rahaim asked for more detail about the need for a southern breakwater.

Mr. Dilip Trivedi stated that though the Yerba Buena shoreline provides protection from winds coming in from the south, however a southern breakwater will prevent waves from entering the harbor basin during high winds.

Director Elberling suggested contemplation of small retail stands at the ferry terminal for passenger conveniences like coffee.

Director Cheng asked if there would be bicycle facilities within the terminal.

Mr. Tymoff stated that there would be bicycle parking at the terminal as well as a bicycle library nearby for people who wish to rent or borrow bicycles.

Mr. Chow stated that they expected most passengers who would be bringing bicycles would be keeping them to continue travel elsewhere on the Island as opposed to needing parking space at the terminal.

There was no Public Comment on this item.

#### Discussion of Future Items by Directors There was no discussion of future items by Directors.

10. Possible Closed Session for Conference with Real Property Negotiator There was no Public Comment on the possible Closed Session.

Director Stephens motioned to move to Closed Session. The TIDA Board went to Closed Session at 3:10 PM.

Attendees:

Mirian Saez, TIDA Peter Summerville, TIDA Eileen Malley, Office of the City Attorney Joanne Sakai, Office of the City Attorney Jack Sylvan, Office of Economic and Workforce Development Michael Tymoff, Office of Economic and Workforce Development Janell Stoney, Office of Economic and Workforce Development John Yolles, Office of Economic and Workforce Development

Director Rahaim left the TIDA Board at 3:50 PM.

The TIDA Board re-convened in Open Session at 4:13 PM.

Director Elberling motioned to not disclose the Closed Session Director Cheng seconded the motion not to disclose The TIDA Board unanimously voted not to disclose the Closed Session

#### 11. Adjourn

The meeting was adjourned at 4:14 PM.



REASURE ISLAND DEVELOPMENT AUTHORITY ONE AVENUE OF THE PALMS, BLDG. ONE, 2<sup>ND</sup> FLOOR, TREASURE ISLAND SAN FRANCISCO, CA 94130 (415) 274-0660 FAX (415) 274-0299 WWW SFTBFASUREISLAND, ORG



MIRIAN SAEZ DIRECTOR OF ISLAND OPERATIONS

# TREASURE ISLAND DEVELOPMENT AUTHORITY MEETING AGENDA

June 9th, 2010 - 1:30 P.M.

Room 400, City Hall 1 Dr. Carlton B. Goodlett Place

Gavin Newsom, Mayor

DIRECTORS

GOVERNMENT DOCUMENTS DEPT

JUN - 4 2019

Owen Stephens, *President* Helen Nigg, *Secretary* John Rahaim Douglas Shoemaker John Elberling, CFO SAI Claudine Cheng PU Jean-Paul Samaha Supervisor Chris Daly (Ex-Officio)

SAN FRANCISCO PUBLIC LIBRARY

Mirian Saez, Director of Island Operations

#### ORDER OF BUSINESS

- Call to Order and Roll Call
- General Public Comment (Discussion Item) \*\*\*In addition to General Public Comment, Public Comment will be held during each item on the agenda.\*\*\*
  Estimated Length of Item: 10 minutes
- 3. Reports
  - a. Report by Director of Island Operations (Discussion Item)
    Estimated Length of Item: 5 minutes
  - b. Report by Office of Economic & Workforce Development (Discussion Item)

    Estimated Length of Item: 10 minutes
  - Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (Discussion Item)

Estimated Length of Item: 5 Minutes

- 4. Communications (Discussion Item)
  Estimated Length of Item: 5 minutes
- Ongoing Business by Directors

# 6. CONSENT AGENDA Estimated Length of Item: 5 minutes

All matters listed hereunder constitute a Consent

All matters listed hereunder constitute a Consent Agenda, are considered to be routine by the Treasure Island Development Authority Board and will be acted upon by a single vote of the Authority Board. There will be no separate discussion of these items unless a member of the Authority Board so requests, in which event the matter shall be removed from the Consent Agenda and considered as a separate item.

- a. Approving the Minutes of the May 12, 2010 Meeting (Action Item)
- b. Resolution Authorizing the Director of Island Operations to Execute a Professional Services Agreement with the Treasure Island Homeless Development Initiative for the period from July 1, 2010 to June 30, 2011 in an amount not to exceed \$157,000(Action Item)
- c. Resolution Authorizing the Director of Island Operations to Execute a Professional Services Agreement with the Boys & Girls Clubs of San Francisco for the Period from July 1, 2010 to June 30, 2011, in an amount not to exceed \$133,000 (Action Item)
- d. Resolution authorizing the Director of Island Operations to execute a Professional Services Agreement with Toolworks, Inc., to provide janitorial services commencing July 1, 2010 and expiring on June 30, 2011 in an amount not to exceed \$102,600 (Action Item)
- e. Resolution Authorizing the Director of Island Operations to Execute an Amendment to the Professional Services Agreement with the Embarcadero YMCA to Extend the Term on a Month-to-Month Basis through June 30, 2011 and to Establish the Monthly Fee (Action Item)
- f. Resolution Authorizing the Director of Island Operations to Execute a Professional Services Agreement with Rubicon Enterprises, Inc. to Provide Landscape Services on a month-to-month basis for the period from July 1, 2010 to June 30, 2011, in an amount not to exceed \$641,000 (Action Item)
- g. Resolution Authorizing an Amendment to the Contract with AMEC Geomatrix, Inc. to Extend the Term Through June 30, 2011 and Increase the Contract by an Amount of \$180,000 for a Not to Exceed Amount of \$1,799,000 for Environmental Consulting Services (Action Item)
- Resolution approving the Revised Budget of the Treasure Island Development Authority for Fiscal Year 2010-2011 and authorizing the Director of Island Operations to enter into Work-Orders for services with City Departments and submit the Proposed Budget to the Mayor for further review and inclusion in the City's 2010-2011 Budget (Action Item)

- Resolution Authorizing a Third Amendment to the Memorandum of Agreement with the San Francisco County Transportation Authority for Project Management and Oversight, Engineering and Environmental Services for the Interstate 80/Yerba Buena Island Interchange Improvements Project (Action Item)
- 9. Informational Presentation on Transportation Impact Study (Discussion Item)

#### 10. POSSIBLE CLOSED SESSION

\*\*\*If approved by the TIDA Board, this Closed Session item will take place for approximately 30 minutes at the end of the meeting\*\*\*

- a. Public Comment on all items relating to closed session
- b. Vote on whether to hold closed session to confer with real property negotiators. (Action item)
- CONFERENCE WITH REAL PROPERTY NEGOTIATORS
   Persons negotiating for the Authority: Jack Sylvan, Michael Tymoff, Jon Yolles

Persons negotiating with the Authority: United States Navy, Treasure Island Community Development LLC, Treasure Island Homeless Development Initiative

Property: Former Naval Station Treasure Island Under Negotiation:

Price: Terms of payment: Both: X

c. Reconvene in open session (Action item)

i. Possible report on action taken in closed session under Agenda Item 10 (Government Code section 54957.1 (a) (1) and San Francisco Administrative Code Section 67.12)

ii. Vote to elect whether to disclose any or all discussions held in closed session (San Francisco Administrative Code Section 67.12).

#### 11. Adjourn

Relevant documents such as resolutions, staff summaries, leases, subleases are available at the Treasure Island Development Authority Office, One Avenue of the Palms, Second Floor, Treasure Island, and the Government Information Center at the Main Library, 100 Larkin Street. Public comment is taken on each item on the agenda.

If any materials related to an item on this agenda have been distributed to the TIDA Board of Directors after distribution of the agenda packet, those materials are available for public inspection at Treasure Island Development Authority, Building One, 2<sup>nd</sup> Floor, One Ave. of Palms, San Francisco, CA 941130 during normal office hours.

#### Disability Access

The Treasure Island Development Authority holds its regular meetings at San Francisco City Hall. City Hall is accessible to persons using wheelchairs and others with disabilities. Assistive listening devices are available upon request. Agendas are available in large print. Materials in alternative formats and/or American Sign Language

interpreters will be made available upon request. Please make your request for alternative format or other accommodations to the Mayor's Office on Disability 554-6789 (V), 554-6799 (TTY) at least 72 hours prior to the meeting to help ensure availability.

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In order to assist the City's efforts to accommodate persons with severe allergies, environmental illness, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based scented products. Please help the City to accommodate these individuals.

The ringing of and use of cell phones, pagers, and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing devices.

#### Lobbyist Ordinance

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance [SF Campaign and Governmental Code 2.100] to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the Ethics Commission at 30 Van Ness Avenue, Suite 3900, San Francisco, CA 94102, telephone (415) 581-2300, fax (415) 581-2317 and web site <a href="https://www.sfgov.org/ethics/">https://www.sfgov.org/ethics/</a>.

#### KNOW YOUR RIGHTS UNDER THE SUNSHINE ORDINANCE (Chapter 67 of the San Francisco Administrative Code)

Government's duty is to serve the public, reaching its decision in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance or to report a violation of the ordinance, contact: Administrator, Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco CA 94102-4689; by phone at 415 554 7724; by fax at 415 554 7824; or by gmail at sorti@sfgov.org.

Citizens interested in obtaining a free copy of the Sunshine Ordinance can request a copy from the SOTF or by printing Chapter 67 of the San Francisco Administrative Code on the Internet, http://www.sfgov.org













DIRECTOR OF THE ISLAND OPERATIONS



TREASURE ISLAND DEVELOPMENT AUTHORITY

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MIRIAN SAEZ

#### MEMORANDUM

TO: TIDA BOARD

FROM: MIRIAN SAEZ, DIRECTOR OF ISLAND OPERATIONS

SUBJECT: TIDA - GENERAL SERVICE AGENCY PERSONAL PROPERTY

**EXCHANGE** 

DATE: 06/09/2010

CC: EDWIN M. LEE, DIRECTOR OF GENERAL SERVICES AGENCY

Please find below pertinent details of an additional pick-up truck obtained by the Treasure Island Project Office as part of an earlier exchange between the Bureau of Building Repairs (BBR) Public Works, Central Shops Fleet Management and the Treasure Island Development Authority (TIDA), all departments under the City's General Services Agency (GSA) umbrella. The exchange is disclosed to you for transparency and reporting purposes and occurred with cooperation of Mr. Edwin M. Lee, the Director of General Service Agency.

Executive Directive 09-01 Reduction of City Fleet Vehicles was issued by Mayor Newsom in March 2008. The Directive required City Department's immediate action to reduce vehicle fleet in order to save taxpayer funds and reduce the City's impact on the environment. Consistent with the Directive, in late 2008 TIDA and BBR disposed of 84 obsolete Navy vehicles including those used by TIDA in its Operations. TIDA transferred the 84 vehicles back to the Navy for removal from the Island utilizing the services of Central Shops Fleet Management.

As a result of the City's fleet reduction, TIDA gained three fuel efficient vehicles from Central Shops Fleet Management in May and August 2009 and a pick-up truck in November 2009. The later vehicle is a 1996 Ford pick-up Model F150 Eddie Bauer / Special Edition with a mileage of 25,000 and a Kelly's Blue Book value of approximately \$4,725. (Photographs and cost estimate attached)

The pick-up will be used for official Treasure Island Project Office business by the Island's DPW crew in support of operational activities.

In consideration for the four vehicles received last year, the Treasure Island Project Office through TIDA Board approved annual work-order with BBR, donated fourteen decorative flower pots for the beautification effort of the San Francisco Civic Center Plaza outside City Hall. The value of material and labor costs for the project has been estimated at \$26,455. TIDA's donation was acknowledged with plaques noting the contribution.

The value of all four vehicles obtained by the Treasure Island Project Office is about the same at \$26,520.

The Departmental exchange with all participating agencies under the City's GSA was acknowledged through signing of a memo between TIDA's Director of Island Operations and the Director of GSA that was presented to the TIDA Board on September 9, 2009. (Attached)







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Mileage: 25.000 V8, 5.0 Liter Transmission: Automatic Drivetrain: 2WD

#### Selected Equipment

Standard Air Conditioning

Power Steering AM/FM Stereo

#### Blue Book Suggested Retail Value

Kelley Blue Book Suggested Retail Value is representative of dealers' asking prices for a used car, and the starting point for negotiation between a consumer and a dealer. This Suggested Retail Value assumes that the vehicle has been fully reconditioned and has a clean title history, but has not been certified in accordance with any Certified Pre-Owned (CPO) program the automaker may offer (for which it may or may not qualify, according to factors such as vehicle age and mileage). This value also takes into account the dealers' profit, costs for advertising, sales commissions and other costs of doing business. The final sale price will likely be less depending on the vehicle's actual condition, popularity, type of warranty offered and local market conditions

**Vehicle Condition Ratings** 

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\$4,725 . Looks new, is in excellent mechanical condition and needs no

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- . Engine compartment is clean, with no fluid leaks and is free of any wear or visible defects.
- Complete and verifiable service records.
- Less than 5% of all used vehicles fall into this category.
- \* California 6/1/2010

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GAVIN NEWSOM, MAYOR

MIRIAN SAEZ

DIRECTOR OF THE ISLAND OPERATIONS

#### MEMORANDUM

TO:

TIDA BOARD

FROM:

MIRIAN SAEZ, DIRECTOR OF ISLAND OPERATIONS

SUBJECT:

TIDA - GENERAL SERVICE AGENCY PERSONAL PROPERTY

**EXCHANGE** 

DATE:

SEPTEMBER 2, 2009

CC:

EDWIN M, LEE, DIRECTOR OF GENERAL SERVICES AGENCY

Please find below pertinent details of an exchange between the Bureau of Building Repairs (BBR) Public Works, Central Shops Fleet Management and the Treasure Island Development Authority (TIDA), all departments under the City's General Services Agency (GSA) umbrella. The exchange is disclosed to you for transparency and reporting purposes and occurred with cooperation of Mr. Edwin M. Lee, the Director of General Service Agency.

Executive Directive ED08-03, Reduction of Discretionary Spending, was issued by Mayor Newsom in March 2008. The Directive required the City Administrator to implement an additional 5% reduction in the City's general purpose fleet. Consistent with the Directive, in late 2008, TIDA and BBR disposed of 84 obsolete Navy vehicles including those used by TIDA in its Operations. TIDA transferred the 84 vehicles back to the Navy for removal from the Island utilizing the services of Central Shops Fleet Management.

As a result of the City's fleet reduction, TIDA gained three fuel efficient vehicles from Central Shops Fleet Management in May and August 2009. Vehicle 22000006 is a 2001 Honda Civic VIN#1HGFA16507L104434 with mileage of 4,900. The Kelly's Blue Book value for this vehicle is \$8,360. Vehicle 22000012 is a 1999 Ford 12 Passenger Van VIN#1FMNE31SXXHB06102 with mileage of 24,800. The Kelly's Blue Book value for it is \$6,800. Finally, Vehicle 220000023 is a 1999 Honda Civic VIN#1HGEN1649XL000404, with an approximate mileage of 48,750. The Kelly's Blue Book value for this vehicle is \$6,635. The total Blue Book value for the three vehicles is \$21,795. (Photographs attached).

TIDA Board September 2, 2009 Page Two

The vehicles will be used for official Treasure Island Project Office business, for staff commutes between City Hall and the Island, and for staff tours showcasing Island properties.

In consideration for the three vehicles received, the Treasure Island Project Office, through the TIDA Board, approved an annual work-order with BBR and donated fourteen decorative flower pots for the beautification effort of the San Francisco Civic Center Plaza outside City Hall. The value of material and labor costs for the project has been estimated at \$26,455. TIDA's donation will be acknowledged with plaques noting the contribution (Photographs attached).

Staff is currently negotiating with Central Shops Fleet Management to acquire an additional pick-up truck for the public works needs of the Island before the end of calendar year 2009.

The Departmental exchange with all participating agencies under the City's GSA is acknowledged through the signing of this memo between TiDA's Director of Island Operations and the Director of GSA.

Mirian Saez, Director of Island Operations

Mr. Edwin M. Lee, Director of General Services Agency



TREASURE ISLAND DEVELOPMENT AUTHORITY
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#### GAVIN NEWSOM, MAYOR

MIRIAN SAEZ

DIRECTOR OF THE ISLAND OPERATIONS

## **MEMORANDUM**

TO: TIDA BOARD

FROM: MIRIAN SAEZ, DIRECTOR OF JSD AND OPERATIONS
SUBJECT: TRESSPASSERS AND SQUATTERS IN BUILDING 450

DATE: 06/09/2010

CC: EDWIN M. LEE, DIRECTOR OF GENERAL SERVICES AGENCY

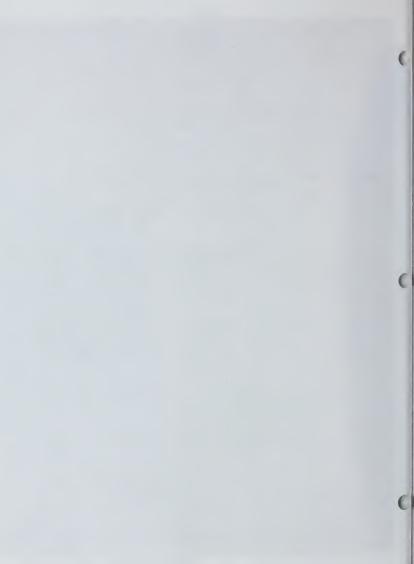
During the past three months, the Island has been experiencing an increase in break-ins to the vacant buildings and has seen an increase in squatters. The most significant and challenging of these events has been the Star Barracks on Avenue of the Palms. TIDA has focused a significant amount of attention and resources on securing the Barracks, including re-boarding and utilizing private security to detoure squatters from breaking back in.

On Tuesday June 1, 2010 at approximately 10:00 a.m., TIDA staff while on routine inspection of the Island noticed the side door for Building 450 open. Previous to Tuesday, staff had found evidence of break-ins in Building 450 and had the building re-boarded and secured, as well as requested passing calls by San Francisco Police Department (SFPD). Upon further investigation of the opened door, staff encountered squatters who were exiting the building. Staff immediately contacted SFPD and the Homeless Outreach Team (HOT).

A total of seven youth were detained by SFPD. TIDA staff executed a Citizen's Arrest for Trespassing. Of the seven detained individuals, two were taken into custody - one youth for being a missing juvenile, and the other for not having identification. The other five youth were transported by the HOT team to Larkin Street Youth Center.

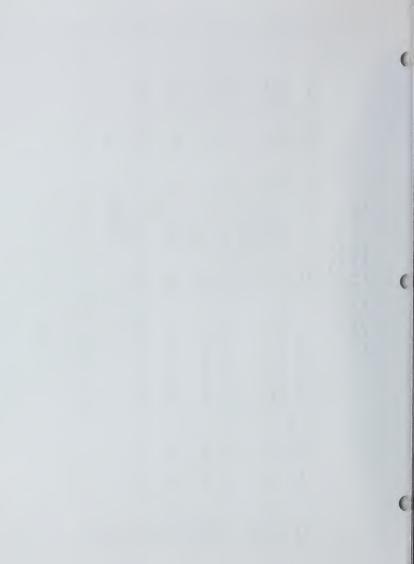
During the process of being identified by SFPD, the youth explained that they regularly sleep in the vacant buildings, and work amongst a network of homeless youth who communicate which buildings to sleep in.

TIDA is working to create a list of Squatter Buildings for officers to regularly check, and creating an identification and photo album of squatters who have been detained on the Island. Further SFPD, has committed to extra patrols, education and outreach to any homeless individuals that they encounter on the Island.



# Treasure Island Development Authority Subleases and Permits Executed Pursuant To Leasing Policy As of June 9, 2010

	Γ	Γ					
Comments	Executed	Executed	Executed	Executed	Executed	Executed	Executed
Monthly Rent	\$6,300	\$3,600	\$500	Waived	\$1,500	\$500	Parc A: Waived Parc B: \$500
Sq. Ft.	30,000	009'9	n/a	n/a	n/a	n/a	n/a
Leasehold Type	Storage	Vehicle Storage 6,600	Support of athletic events at Playgrounds F and G	Picnic	Still photo and video commercial	Still photo commercial	Support of event at Playground D and Building 34
Commenceme nt Date	6/1/10	4/1/10	May 15 – 16; 22-23; June 19 – 20; July 17- 18, 31; Aug 1	May 31, 2010	May 22 – 23, 2010	May 26, 2010	May 28 – 31, 2010
Company Name / Prospective Subtenant	William Collister and Gerrid Joy	Ken Masters	SF Gaelic Athletic Association	Delancey Street Foundation	Concrete Images, Inc.	Purple Lamb Productions	SF Golden Gate Youth Rugby
Leasehold Status (new / expired)	New	New	New	New	New	New	New
Agreement Number	263	244	P-248	P-267	P-270	P-271	P-274
Location / Facility	Building 201	Building 211	Avenue H between 11 <sup>th</sup> and 13 <sup>th</sup> St	Portion of Great Lawn	Avenue of Palms at 9th; TI Road at YBI Tunnell	Clipper Cove Beach; Macalla Picnic area	Parc A: Avenue H ( CA Ave and 3 <sup>rd</sup> St). Parc B: Building 3 parking lot



#### REASURE ISLAND DEVELOPMENT AUTHORITY

ONE AVENUE OF THE PALIES
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## MIRIAN SAEZ DIRECTOR OF ISLAND OPERATIONS

To: Treasure Island Development Authority Board of Directors

From: Mirian Saez, Director of Island Operations

Date: June 4, 2010

Re: Use Permit and Film Permit Waivers and Reductions

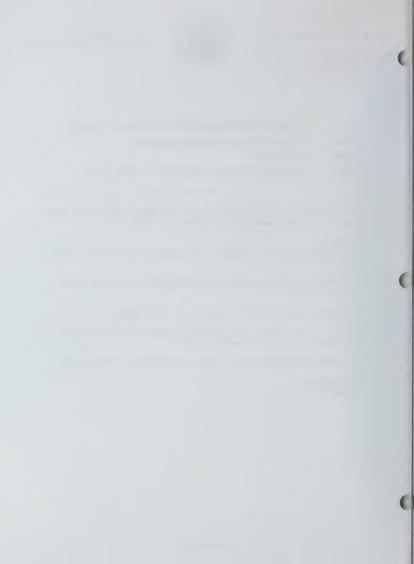
The following waivers and reductions were granted for short-term Use Permits and Film Permits between May 8, 2010 and June 4, 2010

#### Waivers:

- California Native Plant Society Yerba Buena Island natural areas May 8,
- Oakland Police Department Yerba Buena Island Quarters 62 and 240 May 18, 2010
- Gilde YouthBuild Fogwatch Picnic Area May 21, 2010
- San Francisco Golden Gate Youth Rugby Avenue H between California Avenue and 3<sup>rd</sup> Street – May 28 – 31, 2010
- Delancey Street Foundation portion of the Great Lawn May 31, 2010

## Reductions:

None



REASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS,
BLDG. ONE, 2<sup>90</sup> FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0809 FAX (415) 274-0299

WWW.SFGOV.ORG/TREASUREISLAND



GAVIN NEWSOM, MAYOR

MIRIAN SAEZ

DIRECTOR OF THE ISLAND OPERATIONS

## **MEMO**

To: Mirian Saez, Director of Island Operations

From: Frishtah Afifi, Project Administrator

Date: 06/09/2010

RE: Finance Report

This report summarizes revenues received and expenses recorded from July 1, 2009 through May 31, 2010 for TIDA Operations.

Revenues are on target and the total received is approximately \$9,264,050, or 91% of the FY10 projected revenues. However, our Special Events revenues are struggling at 54% for the Joint Venture and at 47% for the TIDA-booked Special Events as a result of the current downturn in the economy and granted waivers of event fees respectively. In addition, due to the economic conditions a number of cancelations for banner reservations have occurred as the marketing budgets of many transportation and public service agencies that usually reserve the YBI banner space are decreased. As a result, the YBI banner revenues are down at 73%. Finally, the John Stewart Common Area Maintenance (CAM) charges are up by 29% because the monthly CAM fees from other housing providers are now booked on this line.

Expenses are at approximately \$9,837,423, or approximately 97% of the FY10 expense budget. A large portion of the expenses are the City department Work-Orders (\$8,407,960) which are encumbered at the beginning of the fiscal year. The Professional Services expenditure line is on target at \$1,373,923, or approximately 94%. However, we have had some unplanned expenditures of approximately \$120,000 in the Marine Salvage category. Finally, the Administration expenditure line is down at \$38,391, or approximately at 43%.

In the next month, Staff will meet with the GSA's accounting team to close the books for the fiscal year and reconcile TIDA's revenues and expenditures in the City's FAMIS system. Staff will also work with the GSA accounting team to load the new budget for FY 2010-11.

The detailed spreadsheet of TIDA Operation revenue and expenditure is included with this Memo.

	\$9,837,423	\$10,164,265.00	TOTAL REVENUES
\$330,458	\$5,697,170	\$6,149,717	TOTAL OPERATIONS EXPENDITURES
\$160,170	\$4,267,708	\$4,549,967	TOTAL CITY DEPARTMENT WORK-ORDERS
\$160,170	\$269,870	\$425,710	SPECIAL CAPITAL IMPROVEMENT PROJECTS
	\$175,000	\$175,000	SR-DPW-BUREAU OF URBAN FORESTRY SERVICES
	\$80,263	\$80,263	SR-DPW-BUREAU OF STREETS AND SEWER REPAIR SERVICES
	\$48,470	\$48,470	SR-DPW-BUREAU OF STREET ENVIRONMENTAL SERVICES
	\$29,056	90	SR-DPW-SPECIAL SERVICES ENGINEERING
	\$794,037	0\$	ACILITIES MANGEMENT SERVICES
	\$475,159	\$1,187,608	SR-DPW-BUILDING REPAIR (AAO)
	\$20,000	\$20,000	S-PURCH-REPRODUCTION (AAO) S-PURCH-REPRODUCTION (AAO) (SASO 000 Hillisy Bills 135 000 Generators \$200 000 MOU)
	\$3,500	\$3,500	S-PURCH-CENTRAL SHOPS-FUEL STOCK (AAO)
	\$13,000	\$13,000	S-PURCH-CENTRAL SHOPS-AUTO MAINT (AAO)
	\$3,000	000'88	3F-HR-MGMT TRAINING (AAO)
	\$200,000	\$200,000	3F-CITY ATTORNEY-LEGAL SERVICES (AAO)
	\$1,068,130	\$1,202,592	BENERAL SERVICES AGENCY
	88,000	000'8\$	RISK MANAGEMENT INSURANCE CONSULTING
	\$10.000	\$10,000	DEPARTMENT OF BUILDING INSPECTION
	000,024	000,624	CONTROLLER'S OFFICE
	\$20,000	\$15,000	DEPARTMENT OF PARKING AND TRAFFIC
	FY 09-10 Encumbered Amounts		CITY DEPARTMENT WORK-ORDERS
\$94,077	\$1,373,923	\$1,468,000	TOTAL PROFFESSIONAL & SPECIALIZED SERVICES
-\$18,965	\$58,965	\$40,000	OTHER PROFESSIONAL SERVICES
0\$	\$45,000	\$45,000	IDA DIRECTOR'S LIABILITY INSURANCE
\$18,000	980,000	000,801\$	JANITORIAL SERVICES (Toolworks)
\$11,735	\$13,285	\$25,000	CAVENGER SERVICES (GOLDEN GATE DISPOSAL)
\$37,910	\$2,090	\$40,000	3GEA -PUBLIC ART HISTORICAL PRESERVATION
-\$107,210	\$127,210	\$20,000	ARINE SALVAGE
\$25.815	\$124,085	\$150,000	GYM OPERATIONS YMCA
-\$17,200	611,200	6428 000	INDI-Headstart Child DAME TACILITY OF ERALIONS
0\$	80	05	CHILD CARE - CATHOLIC CHARITIES
\$5,787	\$44,213	\$20,000	CHILD CARE -KIDANGO
\$23,245	\$116,755	\$140,000	REASURE ISLAND BOYS & GIRLS CLUB HOUSE
			PROFESSIONAL & SPECIALIZED SERVICES
\$76,211	\$55,539	\$131,750	OTAL ADMINISTRATION
\$31,490	\$1,510	\$33,000	THER CURRENT ADMINISTRATIVE EXPENSES
\$6.400	009'6\$	\$16,000	FFICE MATERIALS & SUPPLIES
\$2,935	\$10.065	\$13,000	DELIVER I & FOSTAGE DEFICIE RENTALS & LEASED FOLIPMENT
\$3,770	\$3.075	\$15,000	ROMO HONAL AND MARKETING EAFENSE
\$4,000	0\$	\$4,000	IEMBERSHIP FEES
-\$425	\$1,175	\$750	OCAL FIELD EXP
\$7,334	\$2,666	\$10,000	RAINING COSTS
\$5,000	0\$	\$5,000	RAVEL COSTS
\$3.782	\$11,218	\$15,000	IDA INTERNSHIP PROGRAM
		Under GSA's Budget	IISC-REGULAR (Salanes)
		Under GSA's Budget	INISTRATION
			12
		3	06/09/10- DRA TIDA OPERATIONS EXPENSES
09-10 H	FT US-TU ACTURIS FY	OT-60 DF GGA AGII	Expenses

TIDA 2009-10 REVENUE SOURCES 6/9/10	FY 09-10 TIDA Board Approved Budget	FY 09-10 TIDA Deposits as of 6/2/10	Percentage
Loint Venture Special Events	\$457,355.00	\$245,228	53.62%
TIDA Special Events Revenues	\$194,000.00	\$90,680	46.74%
Ti Commercial Revenues	\$1,654,800.00	\$1,634,569	98.78%
Film Revenues	\$20,000.00	\$20,000	100.00%
VRI Filming/Cellsites/ Banner Revenues	\$328,940.00	\$238,506	72.51%
Maritime Revenues	\$102,730.00	\$108,300	105.42%
John Stewart Company Housing Revenues	\$5,702,840.00	\$5,138,263	90.10%
John Stewart Company Housing CAM Revenues	\$339,600.00	\$438,502	129.12%
SEED Training Academy	\$814,000.00	\$800,000	98.28%
Carryforwards	\$550,000.00	\$550,000	100.00%
Grand Totals	\$10.164.265.00	\$9.264.049	91%



# POLICE DEPARTMENT CITY AND COUNTY OF SAN FRANCISCO

THOMAS J. CAHILL HALL OF JUSTICE 850 BRYANT STREET SAN FRANCISCO, CALIFORNIA 94103-4603



June 2, 2010

Ms. Mirian Saez Executive Director Treasure Island Development Authority 410 Avenue of the Palms Treasure Island SF, CA 94130



#### SENT VIA FACSIMILE TO (415) 274-0299

Reference: Treasure Island Crime Statistics -May 2010

Dear Ms. Saez:

There were eleven incident reports filed with the San Francisco Police Department about occurrences on Treasure Island and Yerba Buena Island during the month of May 2010. Please see Attachment A for specific information.

Please Contact me at (415) 553-9154 if you have any questions.

Sincerely,
Arthur Borges
Acting Captain - Southern Station

Office Larry Bertrand Southern Station (415) 553-7959

		ATTACHMENT A			
OCC. DATE	REP, DATE	LOCATION	TYPE	COMMENTS	CASE NUMBER
5/1/10		5/1/10 1100 blk Reeves Ct	Assault, Aggravated	Suspect Known	100402514
5/1/10		5/1/10 Av B @ Gateview	Threats	3 Unknown Suspects	100400790
5/2/10		5/2/10 1200 blk Nothpoint Dr	Assault, Aggravated	Suspect Known	100405922
5/10/10		5/10/10 400 13th St	Fire Report		100434460
5/15/10		5/15/10 1200 blk Nothpoint Dr	Battery	1 Cited	100452008
Aug. 2009	5/18/10	5/18/10 Address Withheld	Sexual Assault	Suspect Known	100460396
517-5/17		5/17/10 1100 Blk Bigelow Cl	Trespassing	Suspect Unknown	100456624
5/22/10		5/22/10 400 blk 13th St	Theft, from building	Suspect Unknown	100475191
4/15-5/26		5/26/10 100 bilk Av of thePalms	Theft, from building	Suspect Unknown	100490989
5/20/10		6/1/10 Quarters 240 YBI	TheR, other Property	Suspect Unknown	100507493
5/29/10		5/29/10 400 blk 13th St	Battery	Suspect Known	100500099
31.					
in the					
		Part 4 Crimas May 2010			

Arson Larceny 3 Homicide Vehicle Theft Part 1 Crimes May, 2010 Robbery Sex Offenses 1 Assult 4 Burglary

Total 8



### MEMORANDUM

To: Mirian Saez, Director of Operations, Treasure Island Development Authority

cc: Suzanne Wood, Edison Capital Jack Gardner, JSCo Ned York, JSCo John Stewart, JSCo Loren Sanborn, JSCo Connie Le, JSCo

Paula Schlunegger, JSCo Lynny Lee, JSCo

From: Michael Smith-Heimer

Date: May 20, 2010

Subject: Percentage Rent for Treasure Island Housing Project Sublease for April 2010

Enclosed is our payment of Percentage Rent in the amount of \$370,053 for the April period, calculated per the sublease agreement. This figure is based on the accompanying attachments. You should note that these expenses include funding reserves as outlined in the sublease requirements including accrued funds to pay Possessory Interest charges of the property.

#### Calculation of Funds Available for Distribution

TIDA receives 96% revenues remaining after adjusting gross revenues by operating expenses, current accretion due and the repayment of ledger balances based on sublease specifications. Funds expended for replacement reserve eligible items are expensed in the period expenses are recognized. To the degree that these costs are reimbursed from the replacement reserve account, percentage rent will be adjusted in the period that the reserve draw is approved.

For the month of April 2010, Actual Total Revenues were 4.8% above Budgeted Total Revenues while Actual Total Operating Expenses were above Budgeted Total Operating Expenses by about .14.1% (with a significant negative adjustment for replacement expenditures and Operations and Maintenance during the period). The result was that Funds Available for Distribution were about 6.8% below budget.

#### Calculation of Percentage Rent

Based on operations, a total of \$389,529 in adjusted Gross Revenues after costs of operations are available for distribution for the April period. These revenues are distributed as follows:

April 2010 Distributions	Actual	Budgeted
Available for Distribution	\$389,529	\$417.853
Percentage rent for TIDA	\$370,053	\$396,960
Percentage rent reimbursed to JSCo		
for Playground Construction	<u>0</u>	
Total percentage rent to TIDA	\$370,053	\$396,960
Percentage rent for JSCO	\$19,476	\$20,893

This percentage rent breakdown reflects the current year split by TIDA/JSCo. Beginning with April 2005 disbursements, TIDA receives 95% of revenues after expenses, while the John Stewart Company percentage is 5% of the amount.

DRAW Units roady for occapancy at Beginning of month	Draw 123 678	Draw 124 578	Drew 125 578	Detra 128 578	Draw 127 578	128	Draw 129 578	Draw 130 578	Draw 131 578	Draw 132 578	Draw 133 578		Draw 134 578
Units Leased and Occupied during month Americals Units Leased and Occupied during month	920	524	518	498	485	431	488	72	475	472	472		460
Average Unit Root	-												
OF THE PROPERTY OF THE PARTY OF	April	May	Jone	July	August	September	October	November	December	January	February		March
Revierdure Fricken Organization Lores Eskinder of Gross Revenue Adjustment for flores-for Tilling Financial Income (inc. mistrettio from Sept. 2000 orman)	1,160,472	1,165,330 -47,403 428	1,188,271	1,179,036 -03,284 788	1,168,409	1,166,528	1,139,587	1,119,288 -124,735 750	1,141,498	1,141,012	1,142,472	44 .	,142,424 -158,411 958
Credit Check Revents Other Revenue Gress Collect Collected Gress Collected Tress Collected Colle	1,120,361	1,117,059	1,100,464	1,107,051	1,061,303	1,103,204	1,025,054	1,020,654	1,010,347	1,003,332	200,722 710,722	8	8,296 991,367
GOO Advertising/Aarteling G29 Credit Raports	2,367	6,235	1,761	1,174	1,214	4,865	1,780	1,003	1,151	1,003	971		2,671
6201 Model Unividino II 0310 Office Selates 6311 Office Septies 6315 Femiliar Lease	20,752	8,705	3,637	23,737	24,639	3,022	9,267	17,164	1,910	19,218	16,533	-	3,181
0310 Unionaling in Expension 0319 Office Supplies Environmental 0320 Managament Pee	36,373	32,815	32,109	32,726	34,050	30,508	31,407	30,343	30,430	32,649	27,444	N	29,552
0.20 remportry services 0.30 ManagariSupervisor 0.331 Staff Unifs	5,625	5,812	5,625	5,813	5,812	5,250	2,600	5,625	7,489	8,066	5,354	10 64	5,983
6333 Payoli Suspense 6340 Legal Expenses	1,778	2,890	-804	838	5,393	3,391	5,785	2,385	-6,912	383	-330	2	2,539
6511 Legal Environmental 6350 Avdit Feel Bookkeeping 6350 Teleptone	2,528	1,710	1,722	1,872	1,650	1,853		1,588		1,000	1,383	4 4-	518
GSSD Miscellaneous Administrative GSSD Miscellaneous Administrative	1,002	1,101	1,070	2,806	125	1,005	1,954	371	784	240,223	\$25		132
G398 Velicide Lakso & inferrance G392 Seminary/Training G393 Temporary Services K394 Commenty Gardench								180		12		ŧ.	596'
6395 Administrative Services 6396 Computer Charges	788	769	1697	2,037	165	105	502	322	232	187	450		522
epag Neth Unbuts Formed allows Expense Subjoids: Administrative Expenses	01.198	85.423	185.541	EZ-273	04.554	74.330	98.573	82.112	69.179	72.390	65.248		0 24.739
UTILITIES 6450 Subotal: Utilities	147,186		147,108	151,420	-	128,073		135,147	Ī	132,389	130,453	129,	29,907
6509 Navy CAM Charge	28,242		28,242		28.242	28,242		28,212	28,242	28,242	28,242	28,	28,242
Good Organization Monotorization Good Organization Monotorization Good Organization Statement Properties of 51 American Statement Comment Comm	2,620 050 050 1,720 17,70 6,024 1,288	83 890 150 1,754 17,794 8,188	1,097 2,750 2,075 1,825 21,590 9,093 4,459	136 1,650 1,320 1,825 14,961 11,272	1,002 1,900 2,190 1,825 23,623 7,509 7,509 0	1,656 950 1,430 1,825 18,109 1,428 3,739 1,047	0 100 825 1,825 20,151 9,906 8 805	2,885 1,825 21,536 8,057 316 903	783 1,020 3,605 1,828 18,238 8,772 8,772 0,00	0 940 825 1,825 16,991 6,991 6,777,	1,039 1,039 1,039 19,490 7,155 2,093 2,094 1,404		250 940 1,670 1,825 7,206 4,555
6520 Minihetronea Confracts 6555 Governis Payrial 6536 Governis Supplies 6537 Governis Confract	42,105	30,449	38,789	787,78	37,75	36,644	43,794	40,924	39,594	40,544	39,894	7	42,926
6559 YEI Kaintenance Poyroll 6510 Maintenance Peyroll 6610 Maintenance Peyroll 6644	20,181	21,614	19,124	18,448	16,782	14,657	13,155	14,568	20,118	20,277	15,632		17,862

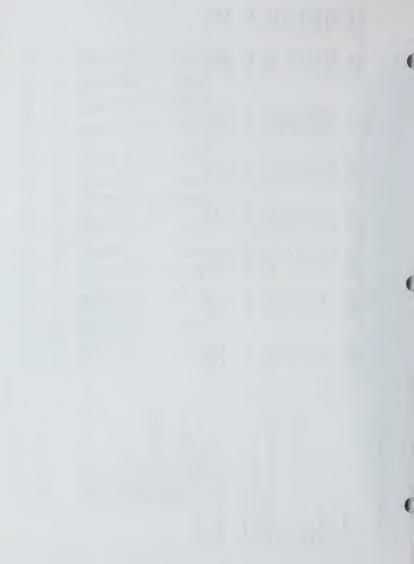
DRAW Draw 124 Draw 124 Draw 124 Draw 125 Draw 12	Utilis Landed and Occupied during month Abgungate Utilis Landed and Occupied during manth 629 626	Aprili	11,071	2220 0240 0250 0250 0250 0250 0250 0250	(a) disamental		YEI Ministrance Ropali  -1,244 1,062  Fusions of Describing directors and for August 2807) -1,244 1,062  Roof Report Contract Contract  1,062	Finstitus rasi - Temp Relacetion Voolde Loese	Matter, edit delighaman kelajer intozoosa a-ros EUV aquaminini in Uotij 732. Miso. Oper and Maleforuman Uniformi/Lasedy Sarvino 000	8589 File Deanage Costs 2230 Incidence Replacement (elithic for RR Craw) 1529 Andilance Replacement (elithic for RR Craw) 15279 Andilance Replacement (elithic for RR Drew) file for CR Drew) file for RR Drew) fi	10,677 2	0708 TAXESHYSLIKANCE 0711 Taxoel Testel Essko 0711 Taxoel Testel Essko	33,979	Wheleves Compensation (includes \$11 EOV adjustment in Doa) 3,112 4,821 Enployee Health and Life Insurance (oxcludes 461 (k) 0,557 0,557	hintian asimato 6546	Bab   Rent Paymant   40,030   40,030   40,030   103,03	POSTAGE MAN ENGINE PROPERTY CONTRIBUTION OF THE PROPERTY OF T	7990 Rapleosmani Rosavo Eligitio Espansas	7100 CORPORAVIE DAYSHEES 7700 Male Dayshees INSO 7700 Male Dayshees INSO 7710 Male Bound INSO 7710 Male Bound INSO	Multistand for Operation shades for 2013 (prevented in Doo 2014) 889,2713 619,019 TOTAL OFFECTIVE DEVERSION of the Commission of Properties and Alambiy Expanses par Lind (not of Explanament Reserves)	11,690 11,090	Westerning Explanation
Draw 126 578	919	June	11,468	2000		1,653	3,696	325	0	50,827	338 44,430 263,128	3,628	36,273	3,142	6,000	101,701	000			646,888	11,500	
Draw 128 Draw 578	408		4,980	2,884	ь ю	208	4,413	0	1,577	30,125		3,656	30,181	3,162	664	100,000	000			630,746	11.500	
578 12 578	488	Sopt		-10		276	1,802		372	32,646		6,623	30,007	3,967		40,030		_		631,601	11.500	
578 Dritw 120 578 578	431			3,200		1,308	2,855	167	2,744	32,770 16	_	1909		2,607		100,911 184	3,000			5n0,320 874	11.500 1:	040 000
Draw 1	408	tohar Revember	6,145 4,258 7,6	•	. 6,		17		1,3	16,778 25,658	80,647 28,755 208,379 198,917	3,140 3,621	16,453 35,453	2,778 2,626		40,036 40,036 180,217 00,400				671,030 613,818	11,500 11,500	882.590 625.378
18 Draw 131 578 578	484, 475	L	1,730 8,914			1,746	6,190 2,770	0 1,870	1,302 184	58 21,428	-	7,004	9	2,526 3,044		186,281	0 0			613,519	11,500	R25.170
Drew 132 578	472	Jennery	4,286	3,017	200	433	376	822	4,500	28,143	34,623	, 0,322	38,480	3,054	904	185,890				545,130	11,500	Ann. nnn
Dian 133 678	472	Februsia	3,972	2 20		8		1,268	00	16,281	21,596	3,600	30,006	108	6,100	90,223	- 0 0			471,568	11.500	483 428
Drine 134 578	408	March	2,478	1,865	2	704	3,104	491	4,410	14,400	73,585	2,912	-17,624	2,844	0,100	40,016	0 0			611,474	11.500	693 034
Draw 135 57	484	Ap	18,405	16,655	í		4,405	701	2,255	46,432	55,500	3,148	12,884	2,725	6,108	77,988				683,168	11.500	694.720

	Decem 423	Drow 124	Dctw 125	Draw 126	Draw 127	128	Draw 129	Draw 130	Draw 131	Draw 132	Draw 12	Draw 134	Draw 125
AW	DISM 123	570	5/6	570	578	578	578	578	578	578	878	578	578
aris roady for accupancy at Bagisting of mortili afts Leased and Occupaed during month grogute Units Leased and Occupaed during month	629	824	516	498	485	431	468	484	475	472	472	9000	700
wordpo Unit Rent	April	TORK	Juno	July	August	September	October	November	December	January	February	March	April
	April 2009	Mey 2889	June 2009	Jety 2800	buty 2000 August 2000		Octob	er 2009 November December	December 2009 Actuals	December January 2010 009 Actuals	ry 2010 February Actuals 2010 Actuals	March 2010 Actuals	April 2010 Achuels
ISBURSEMENT OF REVENUES (Por Sublessa Agreement)	Actuals	Actuals	Addison.	4 40 2 0 14	4 964 393	1 403 204	1	1.020.554	1,016,347	1,003,332	150,752	993,267	984,255
Ujustad Gross Revenue	1,120,351	1,117,859	1,108,464	40,191,1	40.038	-40.036	_		-46,636	-46,636	-46,636	46,636	-47,785
ass Base Ront	408,462		-538.981	-423,141	7	-402,943		7	Ŧ	-437,809	77	-407,044	477,774
iss Operating Expanses	28 342		-28.242		-28,242	-26,242	-28,242			-28,242		-28,242	-28,242
ass CAM Charge	-11,500	-11,560	-11,580		i	-11,580	_		ì	-11,560	-11,580	-11,560	-11,360
iss Replacement Reserve Funding	-36,373	-32,015	-32,109	-32,726	-34,050	-30,508	-31,407	-30,343	-30,430	-32,649	-27,444	200'82-	r.
ass Markeling Fee	0	0	0	0	0	0	-	>	•		-12.820	12,785	
ddbeck int security deposits 12,785	2000	430	SECT A18	542 305	543 421	-519.889	-582,599	-525,378	-525,179	-556,098	-495,948	-610,249	-594,725
olal Operating Exponses	499,088	509,379	451,016	565,546		583,316			491,189	446,637	591,083	483,118	259,622
edigor Reduction for Period													
corellon for Period	_												
clustmant for Actual Acception in June (\$23,090 vs. \$19,047)													
adjustment to Reconcile Posessary Interest thru June 2806	_										_		
bevelopor Fee (fee based on Amendment 2)													
ulowabis Construction Costs	_												
otal Expenses for Construction and League Account Activities	499.088	559.379	451,015	565,545	517,882		•			_		•	303,529
levenues (comming for Distribution III references from	-474,134	*		Ĺ		ľ	ľ	'			1		
ILLA SIBSTE OF INSTITUTE (PRINCIPLE PORT)	-24,954			-28.277	-25.894	-29,159	22,563	-24.764	-24,558	-22.332			
1909 Stilling of Nationals (Percentage twee)	-		454 040		-517 882	-543,316	453,255	-495,278	~491,168	-446,637	-501,083	-463,116	-389,529
Fotal Percentage Rent Disbursed	-499,055	675'68G-									0	0	

Ending Balance Gross Revenues

# COMPARISON TO BUDGET APRIL 2010

		APRIL				YEAR TO DAT		
	Actual	Budget	Variance	% Variance	Actual	Budget	Variance	% Variance
Total Revenue	984,255	938,883	45,372	4.83%	3,977,986	3,755,532	222,454	5.92%
Marketing	4,499	5,236	(737)	-14.07%	20,369	20,944	(575)	-2.75%
Administrative	63,834	78,584	(14,750)	-18.77%	360,342	314,336	46,006	14.64%
Utilities	129,355	134,935	(2,580)	4.14%	522,108	539,740	(17,632)	-3.27%
O&M	198,220	147,200	51,020	34.66%	646,394	588,800	57,594	9.78%
Tax Ins (inc. community room and finance exp)	30,221	33,855	(3,634)	-10.73%	144,983	137,420	7,563	2.50%
Rent	47,765	47,160	909	1.28%	187,672	188,640	(896)	-0.51%
Reserves	11,560	11,560	,	%00.0	46,240	46,240	•	%00.0
Replacement (excl. anticipated draw)	109,272	62,500	46,772	74.83%	333,213	250,000	83,213	33.29%
Total Expenses	594,726	521,030	73,696	14.14%	2,261,322	2,084,120	175,202	8.41%
Prior Period Adjustments								
Available for Distribution	389,529	417,853	(28,324)	-6.78%	1,716,664	1,671,412	45,252	2.71%
Available for Distribution	389,529	417,853	(28,324)	-6.78%	1,716,664	1,671,412	45,252	2.71%
TIDA	370,053	396,960	(26,907)	-6.78%	1,630,831	1,587,841	42,990	2.71%
JSCo	19,476	20,893	(1,417)	-6.78%	85,833	83,571	2,262	2.71%



CITY & COUNTY OF SAN FRANCISCO



GAVIN NEWSOM, MAYOR

DIRECTOR OF THE ISLAND OPERATIONS

MIRIAN SAEZ

TREASURE ISLAND DEVELOPMENT AUTHORITY 410 AVENUE OF THE PALMS, LDG. ONE. 2ND FLOOR, TREASURE ISLAND SAN FRANCISCO, CA 94130 (415) 274-0660 FAX (415) 274-0299 WWW.SFGOV.ORG/TREASUREISLAND

#### **MEMO**

To:

Mirian Saez, Director of Island Operations

From:

Frishtah Afifi, Project Administrator

Date:

05/12/2010

RE:

YBI Tunnel Banner Space Donation in May 2010

Please be advised that the banner space above the Yerba Buena Island has been donated to the Office of Civic Engagement and Immigrant Affairs for the 2010 Census this May. The Banner Policy requires the Director of Island Operations to report banner fee waivers to the TIDA Board on quarterly basis.

The census counts every resident of the United States, regardless of nationality, language or citizenship status. An accurate count in San Francisco during the 2010 Census ensures our congressional voice, community services and our fair share of over \$400 Billion in federal funding distributed each year. Every person counted translates in today's dollars to nearly \$4,000 each for over 158 different federally funded programs. That's lunches for kids, meals for the elderly, HIV/AIDS prevention, transportation, roads, housing, schools, hospitals, social services and more.

Given that we have had numerous cancellations due to the economic downturn, and the space was vacant, the Treasure Island Project Office is supporting the Office of Civic Engagement and Immigrant Affairs in the 2010 Census.



#### CITY & COUNTY OF SAN FRANCISCO

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MIRIAN SAEZ DIRECTOR OF ISLAND OPERATIONS

\$8,026,805

TO: Mayor Gavin Newsom

CC: Steve Kawa, Chief of Staff

Ed Lee, City Administrator Amy Brown, Deputy City Administrator

Mirian Saez, Director of Island Operation

RE: Treasure Island Informational Update

DATE: May 10, 2010

#### TIDA 2010-2011 Budget

FROM:

On April 7, 2010 the Treasure Island Development Authority Board of Directors approved the fiscal year 2010-2011 TIDA budget. TIDA's budget reflects a reduction in housing revenue, and a loss of revenue from the San Francisco Fire Department. In spite of the financial challenges, the proposed budget will continue to be focused on the residents and sustaining tenant services with a nominal impact on the overall quality of life and delivery of services to residents. TIDA secures its services through work orders. grants, and direct funding. A relevant summary if the Fiscal Year 2010-2011 follows. In preparing the budget, Staff adhered to the April 1, 2010 memo directing Department Heads to "Implement commonssense belt-tightening measures." The Budget also reduces administrative expenses by 30%, Professional and Specialized Services by 10%, and City Department work-orders reduced by approximately 10%. The budget also reflects the Mayor's requested 5% reduction in funding for contract services.

City Department Work Orders PUC, DPW, DRE, GSA and DTIS	\$4,208,013
Social or Professional and Specialized Services Boys and Girls Club, YMCA, and Child Care Job Training Programs	\$1,470,600
General Fund Contribution	\$2,259,792

#### Highlights of the Month

Estimated Revenue

Star Barracks

Located on the west side of Treasure Island are two former Navy barracks known as the Star Barracks. On Friday, March 26, 2010, TIDA staff noticed an opening in the fencing around the Star Barracks and staff found evidence of squatters. TIDA staff contacted the appropriate authorities, San Francisco Police Department (SFPD), and the San Francisco Homeless Outreach Team (HOT). The HOT team came to the Memo to Mayor Gavin Newsom Treasure Island Development Authority May 10, 2010

Island and made an assessment of the barracks and attempted to reach out to the individuals who had been in the buildings and to connect them to services.

Since then, TIDA staff has worked diligently to effectively and permanently secure the two buildings. After the building was boarded-up, Job Corps students painted the wood for a more uniformed appearance. As a further compliment to the securing of the buildings, TIDA partnered with Job Corps' Security Training Program and the students patrol the perimeter of the buildings. TIDA also hired private security to patrol at night.

#### SFPD Specialists Training

Treasure and Yerba Buena Island hosted the SFPD Specialist Units' annual Basic Course the week of April 12, 2010, the second straight year this course has been held on the Islands. SFPD Specialist Unit officers provide specialized skill-sets to support SFPD tactical operations, including snipers and hostage negotiators. The training exercises were conducted in multiple facilities throughout Treasure and Yerba Buena Islands, including (1) vacant commercial properties, (2) vacant housing units, the exterior areas within the off-line housing units, and (3) the Historic Quarters District on Yerba Buena Island. The training exercise served as a deterrent and provided intelligence to staff on potential unsecured locations for squatters, or evidence of squatters.

#### New Leases (In support of small business growth)

Lumigrow - Located in Building 670 formerly the Navy Brig, Lumigrow is leasing office and storage space for research on hyponic vegetable.

Bodega Wine Estate – Located in Building 264 formerly the morgue, Bodega Wine Estate is leasing space for wine making and a private wine tasting room.

#### Job Development

In 2008, TIDA staff worked with the Treasure Island Homeless Development Initiative (TIHDI) and Wine Valley Catering to create a Joint Venture (JV) the goal of which was to provide employment and job training for homeless, at risk and/or disabled residents of the Island and San Francisco. This year, the JV employed and trained 26 residents and is preparing for a busy catering season.

TIDA Director and staff welcomed two new employees to the office. As part of the Jobs Now Program, TIDA has hired Ruth Steinway as an assistant to the Director as well as administrative support to the Leasing and Events staff. TIDA also welcomes Klassie Sheppard as the new receptionist and support to the Accounting staff.

#### Next Upcoming Special Event

Summer Sailstice 2010, June 19, 2010
Treasure Island Triahlon, July 10-11, 2010
Oracle World, Employee Appreciation September 22, 2010
California Dragon Boat Festival – September 25 – 26, 2010
American Lung Association, Healthy Air Walk, October 2, 2010
TI Wine Festival, October 9-10, 2010
Treasure Island Music Festival, October 16 – 17, 2010





CITY & COUNTY OF SAN FRANCISCO

REASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS,
2<sup>ND</sup> FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG



#### NOTICE OF MEETING CANCELLATION

Please note that the Tuesday, June 1, 2010 meeting of the Treasure Island/ Yerba Buena Island Citizens Advisory Board (CAB) has been cancelled.

The next meeting is scheduled for Tuesday, July 6<sup>th</sup>, 2010, at 6:00pm at San Francisco City Hall, room 305. 1 Dr. Carlton B. Goodlett Pl, San Francisco, CA, 94102

Please contact Janell Stoney at (415) 554-6680 with any questions.

#### Disability Access

The Treasure Island Development Authority holds its regular meetings at San Francisco City Hall. City Hall is accessible to persons using wheelchairs and others with disabilities. Assistive listening devices are available upon request. Agendas are available upon request. Agendas are available upon request. Please make your request for alternative format or other accommodations to the Mayor's Office on Disability 554-6789 (V), 554-6799 (TTY) at least 72 hours prior to the meeting to help ensure availability.

The nearest accessible BART station is Civic Center Plaza at the intersection of Market, Grove, and Hyde Streets. The accessible MUNI Metro lines are the J, K, L, M, and N (Civic Center Station or Van Ness Avenue Station). MUNI bus lines serving the area are the 47 Van Ness, 9 San Bruno, and the 6, 7, 71 Haight/ Noriega. Accessible curbside parking is available on 1 Dr. Carlton B. Goodlett Place and Grove Street. For more information about MUNI accessible services. call 923–6142.

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illness, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based scented products. Please help the City to accommodate these individuals.

The ringing of and use of cell phones, pagers, and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing devices.

#### Lobbyist Ordinance

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance [SF Campaign and Governmental Code 2.100] to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the Ethics Commission at 30 Van Ness Avenue, Suite 3900, San Francisco, CA 94102, telephone (415) 581-2300, fax (415) 581-2317 and web site <a href="https://www.sfgov.gre/ethics/">https://www.sfgov.gre/ethics/</a>.

#### KNOW YOUR RIGHTS UNDER THE SUNSHINE ORDINANCE (Chapter 67 of the San Francisco Administrative Code)

Government's duty is to serve the public, reaching its decision in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance or to report a violation of the ordinance, contact: Administrator, Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco CA 94102-4689; by phone at 415 554 7724; by fax at 415 554 7824; or by email at soft@sfgov.org.

Citizens interested in obtaining a free copy of the Sunshine Ordinance can request a copy from the SOTF or by printing Chapter 67 of the San Francisco Administrative Code on the Internet, http://www.sfgov.org





# >SF Public Press>

Published on SF Public Press (http://sfpublicpress.org)

Home > SF budget plan cuts 993 jobs, finds hidden funds

# SF budget plan cuts 993 jobs, finds hidden funds

By Dana Sherne [1]
SF Public Press
— Jun 2 2010 - 1:11pm

Mayor Gavin Newsom announced his proposed annual budget Tuesday, with some new money and lots of cuts. By cutting 993 jobs and reducing some salaries, the city will save \$64.2 million, he said. Full-time employment will be the lowest it has been in more than 10 years, he said, adding, "In the last decade, whatever we've done, we're back to where we were in 1998."

Mayor Gavin Newsom proposed "creative" revenue strategies in next year's city budget. Photo by Monica Jensen/SF Public Press. 
Sorry, you need to install flash to see this content. 
Image Dana Sherne m

Significant cuts to payroll and services will help close San Francisco's estimated \$483 million budget deficit, Mayor Gavin Newsom said Tuesday.

Newsom rolled out next year's \$6.48 billion budget, emphasizing use of "creative new revenue" to increase workforce development, maintain public safety and preserve necessary social services without raising taxes.

"I know some folks just prefer tax increases," Newsom said. "I don't. I think they should be on the table in the absence of an alternative, and I think we provided ample alternatives."

By cutting 993 filled and unfilled jobs and reducing some salaries, the city will save \$64.2 million, he said. With 25,870 workers, total full-time employment will be the lowest it has been in more than 10 years. "In the last decade, whatever we've done, we're back to where we were in 1998," he said.

The city will pick up additional revenue by closing tax loopholes such as from online hotel booking companies. Currently, because these companies buy up many rooms cheaply

and sell them at more expensive rates, the companies keep some of the money guests pay in hotel tax. Closing this loophole so that all hotel tax goes to the city will bring \$12 million a year.

"This is not a new tax," Newsom said. "People are already paying this tax, but we're not collecting it."

Other savings will come from service cuts. The Office of Economic and Workforce Development will experience a cut of 34 percent, or approximately \$8.5 million. The Recreation and Parks Department's budget will fall 42 percent, from \$220 million to \$127 million.

The budget of the Department of Children, Youth and Their Families will shrink from \$136.7 million to \$109.1 million — a 20 percent cut. Much of this comes from Children's Baseline, a youth recreation service. That program's budget will decrease by 40 percent, or \$20.3 million of the total \$27.5 million cut from the department.

Other programs will experience smaller budget changes, especially those in public safety. No police or firefighters will be laid off, although Newsom said that wage concessions from firefighters will save \$7.5 million.

There will be no cuts to arts and culture, and the city will get eight new branch libraries. Newsom also said domestic violence and women's programs will not have their budgets cut

Newsom's budget also pinpointed areas for greater investment, such as workforce development, a modernized crime lab and the creation of about 4,000 new supportive housing units.

Newsom said he expects 10 pending public development projects — including Treasure Island, the mid-Market Street corridor and the Central Subway — will create thousands of new jobs.

The budget will now go to the Board of Supervisors, which will likely try to reinstate many cut programs in a process called "add-backs." To do this, they will have find other programs to cut or new ways to generate revenue.

Budget Labor & unions San Francisco

Source URL: http://sfpublicpress.org/news/2010-06/sf-budget-plan-cuts-993-jobs-finds-hidden-funds

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Sports

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#### San Francisco rugby team in pursuit of back-to-back crowns

By: Chris Middleton Special to The Examiner May 30, 2010

This is a busy, busy time in the sporting landscape. The Stanley Cup Finals begin today, while the NBA is quickly approaching their own set of finals. Baseball is in full swing and the World Cup, arguably Earth's most celebrated sporting event, is less than two weeks away.

Most are probably unaware that the USA Rugby Super League holds its final today. The majority of San Franciscans probably don't even realize their city's team, the San Francisco Golden Gate Rugby Club, is playing.

While it's the upper echelon of rugby competition in the states, funding is hard to come by in the Super League, which still operates as an amateur league.



Samu Manoa, right, scores for the San Francisco Golden Gate Rugby Club during its quarterfinal victory. The team will play for a championship today. (Courtesy photo)

"It's guys that love the sport," said Greg Rocca, a founding member of the club and current chairman of SFGG's board of directors. "It takes a tremendous amount of time and these guys are very fit, tough athletes. They play it because they love it - there's no money involved."

All politics go out the window when the team steps onto Rocca Field on Treasure Island at 3 p.m. today to play against the New York Athletic Club.

After capturing the Super League championship last year, SFGG has gone on a tear this season. They've maintained a perfect record, and averaged more than 50 points a game for much of the season. They face a formidable New York team that won the Super League championship in 2005 and 2008.

"They have the best defense in the league," SFGG coach Paul Keeler said. "They're very well coached. I'd say they're strength is in their forward pack and their ability to play the big game."

While Golden Gate is confident on both sides of the ball, their greatest strength is a balanced, athletic attack that scores in a variety of ways. Though they haven't played the New York Athletic Club this year, SFGG is anticipating the Eastern powerhouse to play a slow game that will keep the ball out of

their hands.

"Sometimes, because we play such a wide-open game and we like to go on attack, if you get a team like the New York Athletic Club that's very disciplined and has a good solid forward pack, they may be able to slow it down and control the ball," said Rocca. "Obviously if we don't get the ball in hand we can't score and that would definitely be our weak point."

To combat the defense they're expecting, Keeler says he's thrown in some subtle changes, or "wrinkles," to score.

"Hopefully we can execute those changes, play the way that we're capable of and take it home," he said.

#### USA Rugby Super League Final

WHO: San Francisco Golden Gate Rugby Club vs. New York Athletic Club

WHEN: Today, 3 p.m.

WHERE: Rocca Field, Treasure Island

TICKETS: \$15 at the match; children 14 and under are free

INFO: www.sfggrugbv.com





### Casa girls claim NorCal lacrosse championship

Published: Wednesday, May 26, 2010 at 3:09 p.m.

The Casa Grande girls lacrosse team won the Northern California championship, defeating Chico, 13-6, in the championship game at Treasure Island.

The win was the culmination of five months of hard work and five years of program development for the Casa Grande girls.



The Casa Grande girls lacrosse team is Northern California champion.

Casa finished its regular season with an 11-1 record. It clinched the West Division title in Lodi by beating Stockton, 12-10, and Napa. 11-8.

The top three high school teams from both the East and West Divisions of the Northern California Junior Lacrosse Association battled at Treasure Island.

Casa Grande was the only team left standing when it was finished.

Casa beat Stockton, 11-5, in the semifinal game before downing Chico to win the NorCal Championship.

All pistons were firing for Casa en route to its victories. Casa took the early lead and never looked back in both of its games.

Melanie McKissick was key to Casa's offense as the center, consistently winning the draw, and maintaining possession of the ball throughout both games. She had two goals and five assists against Chico.

Hayley Dunn, high scorer for Casa Grande this season, added four goals; Camille Gasser had three; Georgia Moriyama had two; and Melina Essig and Lia Vonderahe each added a goal.

Essig, a graduating senior and a team captain, was a key attacker. She consistently put her team in scoring position, with multiple assists.

Casa Grande's goalie, Lauren Oslar, and Casa's strong defense allowed only one goal during the first half of the game. Casa was dominating the game by halftime, leading, 9-1. When the final horn sounded, the Casa Grande girls were NorCal champions.

Since all Southern California teams play CIF lacrosse, the victory means that the Casa girls are also the state club champions.

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# THEAPROGRESS

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Hometown hero

Terry Norman

By Myra Norman

In 1966 Terry Norman got a letter from the Government telling him that he'd been drafted into the Army. 
"My Dad was in the South Pacific in WW II and he never talked about the war. But he came up to me and said, 'Son, there's something to be said about having a dry place to sleep and having a hot meal. And there's stuff in that jungle that you don't want crawling on you.'

So the next day, I went and joined the Navy. I had a 120 day deferred active duty before I had to go to boot camp. Right after Christmas 1966, I jumped on a train in Houston and headed to San Diego, Ca. If I never get on another train, it will be too soon. Anyhow, I ended spending about ten days in the same clothes that I left Houston in, because of the Christmas holiday and New Years. I mailed my jeans, shirt and boots home and threw away my underwear and socks!"

"Somebody asked me once at work, why I didn't just go to Canada with the rest of them? I told them there was no way I could have done that. I never could have come home again and looked my Daddy in the eyes."

"In basic training, they gave you a lot of aptitude tests and I rated high in electronics. I don't know why, cause I hate fooling with electricity. But that's where I got stuck. After I finished Boot Camp, I was assigned to radar school on Treasure Island in the middle of San Francisco Bay."

During radar school Terry wasn't making good grades. "I really didn't care about electronics, so I was just doing enough to get by. Every Friday we'd have a test.

One of the guys in our class failed it and they held him back a week. These tests were hard and we had to have a security clearance because of the sensitive material.

Anyway, this guy repeated and failed again. Monday morning, he had orders for Vietnam. When I heard that, I figured those books weren't near as heavy as that gun would be. So, I studied a little bit harder then and brought my grades up."

After six months of Radar school, Terry was assigned to a destroyer, the USS Barton, DD722, on the Delaware River in Philadelphia. It was a reserve trainer. "We had a skeleton crew. You kept the ship seaworthy and once a month, on the weekend,

all the reserves would come aboard and we'd go out and play war games. Then we'd come back in and we'd have three weeks to clean up their mess and they'd come back again. On the Barton, I went to San Juan, Puerto Rico and Nassau, in the Bahamas. We decommissioned her and I was reassigned to the USS Coney, DD508. It wasn't long and we decommissioned her and I got assigned to the USS Waldron, DD699." When a ship is decommissioned, the ordinance and sensitive materials are removed and the name is struck from the roles of active vessels. It later might be sold to a foreign country or used for target practice.

"In July of 1969, we left for seven months deployment in the Mediterranean. That was the highlight of my Navy career, because I got to see things that I never would see again. On our return, the Waldron was stationed in Mayport, Florida as a reserve trainer. That's where I got discharged from after three years, eight months, and one day."

Terry worked in the Combat Information Center. "It was right next to the bridge. It was really the exciting place to be, because all the information was collected there, all the radar, and most the navigation. You work hand in hand with sonar during anti-submarine drills or warfare. You had Electronic Counter Measure gear. You had surface search radar and air search radar. You plotted courses. You did charts. Everything that went through the ship, besides the engine room, went through us. It was really an exciting place to work."

Several times the ship went through the Bermuda Triangle and once, in the Summer of 1970, something spooky occurred on the radar. "It was a clear day. The water was as slick as glass. Not a cloud in the sky and this object appeared on radar. We were in it, around it, through it, back and forth. It was a long thing,

Print Version Page 3 of 3

about five miles long and two miles wide. It had a forked tail. The head of the thing was trying to turn around and go Into the fork of the tail. I said, 'Ya'll need to go ahead and let me off. Then ya'll come back.' Well, we took pictures of it, reported location, took measurements and verified everything, and sent it off to Naval Intelligence. I don't know if there was any follow up. I was discharged as soon as we pulled back into port."

"I liked playing in our submarine warfare drills. Those were a lot of fun. Nuclear submarines were all classified then. We couldn't keep up with them as they'd just outrun us. But the old diesel powered subs, we could keep up with them and do our drills. Technology has changed. Our radar units used to be monstrous things. It had great big glass tubes, like they used to have in televisions. Now everything is transistorized and computer chips. We had a schematic on the radar that was bigger than a bed sheet. You had to lay it out and try to trace down what was wrong. I couldn't work on one now. They're just too different."

After the service, Terry came back to Anahuac. After several other jobs, he found work at US Steel as an overhead crane operator in the plate mill until it closed down in 1986. Terry now works at Trinity Bay Conservation District as an ALERT technician, installing and maintaining weather stations.

Terry Is Commander of the Freeman Spath American Legion Post in Anahuac and became Chambers County Veterans Service Officer in 2007.





Local

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# City Hall Watch: Island purchase is OK'd

By: <u>Joshua Sabatini</u> Examiner Staff Writer May 19, 2010

SAN FRANCISCO — The redevelopment of Treasure Island moved closer to reality Tuesday.

The Board of Supervisors unanimously approved terms of the plan to buy Treasure Island from the Navy for more than \$100 million and spend \$1.5 billion developing the man-made island located in the Bay between San Francisco and Oakland.

If all goes according to plan, the island will be home to as many as 8,000 new residential units. Thirty percent of the units would be offered below market rates.

"This represents a tremendous step forward for The City and the region by moving us significantly closer to beginning implementation of a project that will create a new neighborhood, a regional destination, a massive package of public benefits and thousands of jobs as early as next year," Mayor Gavin Newsom said in a statement.

The final project plan would have to return to the Board of Supervisors for approval. That's not expected to occur until early next year.

jsabatini@sfexaminer.com

#### More from Joshua Sabatini

- Update on CleanPowerSF set for Friday
- Supes resume Muni talks
- · Moderates' strategy for election: quality of life
- Save the Whales call growing
- Shift in responsibilities proposed

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May 19, 2010 10 20 am US/Pacific

#### Treasure Island Redevelopment Clears Major Hurdle

SAN FRANCISCO (CBS 5 / KCBS) — The San Francisco Board of Supervisors has passed a package of legislation dealing the way for the redevelopment of Treasure Island. The legislation contains agreements with the U.S. Novy, the master developer, and community groups, it details the transfer of the property to San Francisco.

Mayor Gavin Newsom calls it a mejor step towards the start of a new neighborhood and regional destination, clong with the creation of thousands of jobs

The plan calls for the city to pay the Navy between \$50 and \$100 million for the island, depending on incentives.

The project includes 8,000 new housing units, eithird of which will be affordable, a transit-oriented town center built around a new ferry terminal, and the re-use of structures built for the 1939 Golden Gete Internetionel Exposition.

It will cost about \$1.5 billion and could take decades to complete.

The plen must now pess environmental review.

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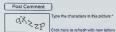
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#### **KCBS**

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Posted: Wednesday, 19 May 2010 8:35AM

#### Treasure Island Redevelopment Clears Final Hurdle



depending on incentives.

SAN FRANCISCO (KCBS) — The San Francisco Board of Supervisors has passed a package of legislation clearing the way for the redevelopment of Treasure Island. The legislation contains agreements with the U.S. Navy, the master developer, and community groups. It details the transfer of the property to San Francisco.

Mayor Gavin Newsom calls it a major step towards the start of a new neighborhood and regional destination, along with the creation of thousands of jobs.

The plan calls for the city to pay the Navy between \$50 and \$100 million for the island,

The project includes 8,000 new housing units, a third of which will be affordable, a transit-oriented town center built around a new ferry terminal, and the re-use of structures built for the 1939 Golden Gate International Exposition.

It will cost about \$1.5 billion and could take decades to complete.

The plan must now pass environmental review.

(MGO)

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#### A SILICON VALLEY LIFE

ONE INSIDER'S VIEW OF LIVING, WORKING AND PLAYING IN SILICON VALLEY.

MONDAY, MAY 17, 2010

San Francisco At Night #5



OK, into the home straight. Final stop on the tour was Treasure Island, shooting back towards the Embarcadero. Getting pretty late by now so time was a bit short. Above is yer basic long-exposure shot with the bridge on the left leading the eye towards some buildings towards the right. What I should have done was turn this into a panorama and shoot the next two parts, adding in recognisable landmarks like Ciot Tower and the Transamerica building. However, by the time I realised that this would have been a good thing to do it was already time to leave.

(Interestingly, given that it was by then knocking on 1 am, there were still quite a few people around, though I use the term "people" quite lightly. Actually, "jackasses in crappy cars" is nearer to the truth. But I digress.)

Overall, a very worthwhile workshop and one I'd recommend, both in terms of the advice available and as a way of finding new and interesting places to shoot from.

POSTED BY J AT 12:57 PM

LABELS: NIGHT PHOTOGRAPHY, SAN FRANCISCO, TREASURE ISLAND



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- O DATE/STAMP: 1939/1ct Franklin O CANCELLATION: Exposition
- MESSAGE: See detail below

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Many wine tours depart from San Francisco to expire the famous wineries throughout the Napa Valley region, approximately 1.5 hours away. However, wine enthusiasts can find several opportunities to tour wineries located right in the heart of SFrancisco. Wine tours in San Francisco educate visitors about the wine-making process, and provide the opportunity to taste wine from the Sonoma wine country. Napa Valley and area vineyards.

#### Wattle Creek Winery Tour

Wattle Creek Winey is located in historic Charsetell Square and offers free winey tours to the public seven days a vew Waters learn about the wine-making process, sample Wattle Creek wine in the tasting room, and meet with the winery owners of under winershorts to ask questions about the different types of vine, including the Methodonica Sawignon Blanc and the Yorkville Highlands Chardoninay amengat others. The winery features wine Country and the Yorkville Highlands in Methodoric Occupation of the Yorkville Highlands in Methodoric Occupation of the Yorkville Highlands in Methodoric Occupit, with the Yorkville Highlands in Methodoric Occupit Highlands in Methodo

#### Treasure Island Wines Tour

Treasure Island Wires describes itself as a modern, urban wirery and is located in the middle of San Francisco Bay. Visitors can attend special events including wire tastings with the winemakers, and "Taste4-Fino" reasons that include wire and cheese samples from the region. The winery catter primary to winemakers that want to make bacter of artisan wires, but is also open to the public for fraings and tours. Visitors can schedule an appointment to met with winemakers that work to the standard state of the same than Wires 195 Sth Sil Building 201 Treasure Island Grassive Bailed Wires 195 Sth Sil Building 201 Treasure Island Grassive Bailed Wires 195 Sth Sil Building 201 Treasure Island Grassive Bailed Wires 195 Sth Sil Building 201 Treasure Island Grassive Bailed Wires 195 Sth Sil Building 201 Treasure Island Grassive Bailed Wires 195 Sth Sil Building 201 Treasure Island Grassive Bailed Wires 195 Sth Sil Building 201 Treasure Island San Francisco, CA 44130

#### Sthulmuller Vineyards

The Shumuler Vineyards is located on the southwestern edge of the Alexander Valley in San Francisco, and home to ancient vineyards of Chardoniay, Zirlandel and Cabernett Sauvignon of the Chardoniay, Zirlandel and Cabernett Sauvignon of the Chardonia C

#### References & Resources

- · Wattle Creek Winery
- Treasure Island Wines
- Sthulmuller Vineyards
- . San Francisco Wine Tours: San Francisco's Wine Country
- Bay City Gulde
- . Official Visitors Site for San Francisco

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Sabah Karimi is a professional Web and print copywriter. She specializes in several niches, including travel, fashion, beauty, health, fitness, fifestyle and small business. Karimi has an educational background in business administration and marketing from the University of Wisconsin-Platteville.

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## Treasure Island Redevelopment Plan - Building Industry Conference BoardJune 16, 2010 Luncheon Presentation

Wednesday, June 16 11:50a

at The City Club of San Francisco, San Francisco, CA

Speakers:

Jack Sylvan, Treasure Island Redevelopment Director City & County of San Francisco

Kheay Loke, Project Manager Wilson Meany Sullivan

In December 2009, the Treasure Island Development Authority achieved its single most significant project milestone to date by reaching agreement with the Navy on the basic financial terms for the conveyance of former Naval Station Treasure Island....

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#### San Francisco Convention & Visitors Bureau announces recipients of first Neighborhood Membership Grants

May 11, 2010 by: cclark



May 10, 2010 – In an effort to extend the economic Impact of San Francisco's tourism industry into the city's diverse neighborhoods, the San Francisco Convention & Visitors Bureau (SFCVB) has created a new Neighborhood Membership Grants program.

participate fully in the program.

The first eight recipients have been selected, based on the unique \*Only in San Francisco" nature of their businesses, the potential to attract visitors to their neighborhoods and their commitment to

Recipients each receive a complimentary one-year SFCVB membership, including all of the benefits of Bursau membership such as listing online and in publications and access to the Convention Celendar. The grants also include admission to Bursau events such as the Annual Luncheon, Markal Briefings. Outlook Forums and Member Business Exchanges, other with exclusive one-on-one meetings with the presenters. The Neighborhood Membership Grants also include mentoring by members of the SFCVB professional staff and specially selected Bursau members.

The Neighborhood Membership Grant recipients are

Mama Art Café - 4754 Mission St. (Excelsior District), 415-586-8453
Offering sustainable, organic, fair trade coffee and promoting creativity, through rotating exhibitions of local and international entits in a vibrant cultural venue.

Passion Café - 28 Sixth St. (South of Market), 415-437-9730

Unique specialty cafe offering warm, cozy, old-world ambiance in a lovingly restored 100-year-old building. Rooftop garden and alfresco diring. The commitment to the neighborhood and magnitude of the renovation is reflected in the quality of the culsine.

Paul's Hat Works - 6128 Geary Blvd. (Richmond District), 415-971-5717

The hat business started in 1918 by Napoleon Marquez lives on in the hands of four young women dedicated to continuing the tradition of quality and creativity under the mentorship of Michael Harris who ran the business for 28 years.

Paxton Gate ~ 824 Valencia St. (Mission District), 415-824-1872

Oddities inspired by the Garden and the Natural World, including taxidarmy, fossils, jewelry and plants for adults and children. Described in Time Out Guides of London as "Martha Stewart meets David Lynch." Landscape design and construction services.

Pralines by Yvonne - 5128 Third St. (Bayview District), 415-368-7900

Specializing in southern style desserts including pecan praines and pies, red velvet cakes and cupcakes, sweet potato pies, peach cobblers and "old school" butter cookies. Catering and custom made gift baskets available.

Slegel's Clothing Superstore & Tuxedos – 2386 Mission St. (Mission District), 415-824-7730

A huge man's and boy's department store featuring suits, shoes, work cithing and jeens to tuxedo sales
and rentals, offering free allerations and tailoring with purchase. Originally opened in 1889 and in the
same location since 1926, Slegel's specializes in Zoot Suits and is trademarking the pattern for

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Taco Shop at Underdogs – 1824 Irving St. (Sunset District), 415-586-8700

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A bouldaye urban winery collective of serious aritisan winermakers offering public and private tastings, events, retail wine sales and spectacular views The 10,000 square foot winery was once a World War II food processing pient.

A panel representing the Mayor's Office of Economic and Workforce Development, the San Francisco Office of Small Business, the SFCVB Community Partnership Council and SFCVB staff, made the selections. A total of 23 businesses applied.

The Sen Francisco Convention & Visitors Bureau is a private, not-for-profit organization that markets the oily as a listure, convention and business travel destination. With over 1,000 members, the SFCVB is one of the largest membership-based tourism promotion agencies in the country. Tourism, San Francisco's largest industry, generates in excess of \$8.5 billion annually for the local economy. The SFCVB business offices are located at 201 Third \$8, John 1990. San Francisco, CA 94103. The Bureau also operates the Visitor Information Center at Halidice Plazza, 900 Market Street at the corner of Powell and Market streets. For more Information, call 4165474-6400 or visit www.on/pipusarhancisco.com.

Download image here. Caption: The first recipients of the San Francisco Convention & Visitors Bureau's (SEVUR) Neighbordood Hembership Grants are flueak row, from left pleasion Gells, represented by Sleven Barton: Prellines by Yvonne, represented by Yvonne Hines; Taco Shop at Underdogs, represented by Doug Marschile; Paul's Hat Worls, represented by Kristen Hove; Slegiel's Obbing Superstore & Tunedos, represented by Michael Gartonier, Treasure Istant Wines, represented by Jim Mirowski; Pauton's Galte, represented by Sean Ouigley; and Mama Art Cale, represented by Pauló Acosta Cabeztas. Wildoming hem to the Bureau are (front row, from this) SFCVP Bereibnit & CEO Job O'Alessandro; SFCVB Community Partnerships Gouncil Chair Mariann Costello; and SFCVB EVP & Chief Marketino Officer Matti Stiker.

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The San Francisco Visitors Planning Guide is available at the Visitor Information Center, 900 Market St., at the comer of Powell and Market streets, lower level, Hallide Pitzza. A virtual edition of the guide is also available online: http://www.nxtbook.com/nxtbooks/weaver/stong/2098/I/0. A visitor's kit may also be ordered online at www.onlyissanfrandsco.com, by phone at 415-931-2000 or 415-932-0328 (TTY/TTO), by written request to the San Francisco, Convention & Visitors Bursung, 900 Market St., San Francisco, CA 94102, or via email to Vici @sanfrancisco.travel. Domestic and international shipping changes apply.

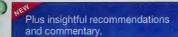
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#### THE WALL STREET JOURNAL

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#### Wielding Light as a Tool to Shape the Cityscape

Architect Craig Hartman's Ideas Reconfigure the Region

3y THERESE POLETTI

Praig Hartman may not be a household name, but his ideas of plentiful light and open, public space are increasingly shaping Bay Area cityscapes.

Mr. Hartman, a design partner at the San Francisco office of Skidmore, Owings & Merrill LLP, is the architect behind about 25 projects in the area over the last 20 years, including Oakland's luminous Cathedral of Christ the Light and the nternational terminal at San Francisco's airport.

Developments in the works include a 27-story tower at 350 Mission St. in San Francisco, a controversial make over of the city's 1940s Parkmerced housing complex and plans to urbanize Treasure Island.

'Craig is projecting ideas into the discussion of San Francisco's future that might not otherwise appear," says Keith Orlesky, a design director at Wilson Meany Sullivan, one of the Treasure Island developers that hired Mr. Hartman.

Mr. Hartman, 60 years old, aims for connection with the natural environment, with buildings that, he says, "rest gently n the landscape." His buildings use light as almost another material and his urban designs emphasize pedestrian spaces and public transportation.

The architect, who in 2001 was the youngest recipient of the Maybeck Award given by the American Institute of Architects California Council for lifetime achievement, has also focused on the design of buildings that consume less power and fewer construction materials.

Still, Mr. Hartman isn't as well-known in his adopted home as some so-called starchitects, who have swooped in to win some high-profile projects. His design for a centerpiece tower for San Francisco's proposed Transbay Transit Center ost out in 2007 to a plan by Argentine architect Cesar Pelli. (Revenue was one criterion in the transit agency's lecision; the team of Mr. Pelli and Houston-based developer Hines offered \$350 million for the rights to develop the itte, more than double the bids of the other two finalists.)

Mr. Hartman grew up in Merriam, Ind., and loved building rockets as a child. He considered studying aeronautics intil a visit to Colorado Springs, Colo., as a teenager, where he saw the U.S. Air Force Academy's Cadet Chapel with its 17 triangular spires.

The building inspired Mr. Hartman to study architecture and he attended Ball State University. In 1973, he joined 30M's Chicago headquarters; he did stints at two regional offices and came to SOM's San Francisco office in 1990.

Along the way, he turned down some opportunities. David Childs, an architect who is now an SOM consulting design





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# Board to vote on purchase of Treasure Island

By: John Upton

#### 05/10/10 5:48 PM PDT

The Board of Supervisors will vote on a plan to buy Treasure Island from the Navy for more than \$100 million and then spend \$1.5 billion turning it into a high-density neighborhood.

Members of the Land Use and Economic Development Committee on Monday unanimously agreed to forward financial and development plans for the island to the full board for approval.

Under the plan, the project costs would be recovered from development profits.

San Francisco's main benefits from the project would come from increased property tax revenues, additional affordable and market-rate housing stock and new public amenities, such as parks and a ferry terminal.

More than 8,000 homes, a hotel and an upgraded marina are included in the development plan, which could take decades to build out.

The plan was generally lauded by lawmakers and others on Monday.

"This is a project that is very well thought out," San Francisco Planning and Urban Research Association executive director Gabriel Metcalf said.

Some environmental concerns linger, however. Green Party member Eric Brooks said NASA sea-level projections indicate that the project will flood as the world warms. Environment Commissioner Ruth Gravanis said a plan to provide one parking spot for every housing unit is excessive.

The supervisors amended the plan slightly before forwarding it to the full board for a vote by increasing public oversight of parks and open space on the island.



#### National Safe Boating Week at Treasure Island Sailing Center

Saturday, May 22 11:00a to 4:00p

at Treasure Island Sailing Center, San Francisco, CA

Join TISC for its local National Safe Boating Week event and learn simple practices for water safety. Local organizations will provide vessel safety checks, proper life jacket fit and safe boating information. Watch a coast guard rescue demonstration and get information on TISC sailing classes. \$5 barbecue, music and boat rides....

Price: Free

Phone: (415) 421-2225

Categories: Sports & Outdoors, Boating

#### Location & Nearby Info

Treasure Island Sailing Center, 698 California Ave. #112, (on Treasure Island), San Francisco, CA, 94130



Full map and directions

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#### ENVIRONMENTAL PROGRAM

The Navy developed this newsletter to update the community on the environmental program at former Naval Station Treasure Island (NAVSTA TI). NAVSTA TI encompasses both Treasure Island (TI) and Yerba Buena Island (YBI). Environmental investigation and cleanup began on NAVSTA TI in the mid-1980s and continues today. Please share this information with your family, friends, colleagues, and anyone else who may be interested. Please use the coupon on the back page of this newsletter to have your name added to the mailing list. We welcome your comments and suggestions for future editions of the Island Times and encourage you to contact the Navy with any ouestions.

# MILESTONE REACHED FOR TWO SITES

In August 2009, the Navy and Regulatory agencies achieved a significant milestone for two sites on TI: the signing of two legal documents called Records of Decision (ROD), one for each site. The sites are Site 30. the Daycare Center, and Site 31, the Former

South Storage Yard (see map on page 4). The signing of a ROD is significant because it identifies the selected remedial action for a site and summarizes the investigations and studies that have been conducted in order to select that remedial action. The ROD also addresses public comments provided during the earlier step in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) process. That earlier step is the Proposed Plan. (For a diagram and explanation of the CERCLA process, see page 3)

The remedial action at Site 30 includes engineering and land use controls. The engineering controls are already in place, as the building slab is considered an effective barrier to exposure to contaminants that may be present beneath the slab. The second part, land use controls, means there will be requirements to inspect the slab to make sure it is still in good condition and certain uses of the property will be restricted in order to be protective of human health and the environment. The remedial action at Site 31 includes soil removal (see page 2 for a description of the work at Site 31). This is the first site at NAVSTA TI where there will be post-ROD remedial action involving a field effort.



Historic Signing of the Records of Decision for Sites 30 and 31

### NAVY AND CITY AGREE TO CONVEYANCE TERMS

On December 16, 2009 Secretary of the Navy Ray Mabus and San Francisco Mayor Gavin Newsom announced that they had reached a broad outline of terms for the conveyance of former Naval Station Treasure Island (NAVSTA TI) from the Navy to the City's Treasure Island Development Authority. Specifics of the deal will be worked out as quickly as possible. Check the Navy's website or future editions of the Island Times for updates.

#### **WORK AT SITE 31**

You may have recently seen covered fences up in the area of 11th Street, near the elementary school playground and the Daycare Center. The Navy's contractor, Shaw Environmental, has been conducting a final soil cleanup action (remedial action) at Site 31, which is located along 11th Street between Avenue D and Avenue E and in a portion of the south schoolyard of the former TI elementary school.



Excavation at Site 31

This is the action that was selected in the ROD, mentioned on page 1. As part of the decision making process, a Proposed Plan was distributed for public review. The Proposed Plan evaluated five remedial alternatives. The alternative selected in the ROD included removing soils containing lead, polycyclic aromatic hydrocarbons (PAH) and dioxins that exceed the cleanup goals, to allow for unrestricted future reuse of Site 31. In total, approximately 18,000 cubic yards (about 900 truck loads) of contaminated soil was removed and hauled off TI by truck to a regulated disposal facility. The area was backfilled with clean soil.

## UPCOMING OPPORTUNITY FOR COMMUNITY INPUT – SITE 28

The Navy has prepared a Proposed Plan for Site 28. the West Side On/Off Ramp on YBI. (See map on page 4). The Proposed Plan is a key opportunity for the community to comment on the proposed cleanup plan for a site. The document summarizes the past investigations and studies, the alternatives that were evaluated, and recommends a preferred cleanup alternative. In the case of Site 28, the preferred alternative is No Further Action. A No Further Action Proposed Plan is significant because the site would then move to closure if that alternative is selected and a Record of Decision (ROD) is signed. The Proposed Plan for Site 28 was mailed to the entire community mailing list for review, which includes all residents on TI and YBI. There is a 30-day comment period to gather public input on the cleanup alternative, which runs from April 29 through May 29, 2010. The public can comment either by providing written comments or attending the public meeting being held on Wednesday, May 12, 2010 at 6:30 p.m. at the Casa de la Vista on TI. For more information, contact James B. Sullivan. (See page 8 for website and contact information.)

#### HISTORICAL FACT

Yerba Buena Island was the final home of which highly decorated Fleet Admiral?

See page 9 for answer!

#### CERCLA Process

Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) is a law containing requirements for environmental investigation and cleanup. The seven CERCLA steps are presented below.

PRELIMINARY ASSESSMENT/ SITE INSPECTION (PA/SI):

An initial review of the site, including review of historic records and visual inspections. Sampling and analysis of soil, surface water, and/or groundwater may occur to evaluate whether further investigations are needed.

REMEDIAL INVESTIGATION (RI):

closer look including ollecting samples to ssess risk to human health and the environment. FEASIBILITY STUDY (FS):

Data collected during the RI are used to evaluate cleanup alternatives that have been screened for effectiveness, implementability, and cost. PROPOSED PLAN (PP):

A fact sheet that describes cleanup alternatives and xplains the preferred sitemative. This step requires a public meeting be held to rovide information to e public and allow the ublic to comment on the preferred alternative

RECORD OF DECISION (ROD):

The selected cleanup remedy is documented and publicized in this document. A summary and responses to all comments on the Proposed Plan are included in this document. REMEDIAL DESIGN (RD):

A design for the selected cleanup remedy is prepared. A fact sheet is sent to the public before the Navy begins work on the cleanup.

GN REMEDIAL ACTION (RA):

The cleanup remedy carried out and the public is kept informe

#### STATUS OF THE CERCLA SITES AT NAVSTA TI

Here is a brief snapshot of the current status of the CERCLA sites at NAVSTA TI. See the CERCLA diagram above for an explanation of the steps. In addition, a basewide map showing the location of each site can be found on page 4.

Site 1 – Closed	Site 21 – at PP step, currently performing a Treatability Study		
Site 3 – Closed	Site 24 – at PP step, currently performing a Treatability Study		
Site 6 – At RI step, currently performing a data gaps investigation	Site 27 – at FS step		
Site 7 – Closed	Site 28 – at PP step		
Site 8 – Caltrans Property, CERCLA activities on hold for bridge construction	Site 29 – Caltrans Property, CERCLA activities on hold for bridge construction		
Site 9 – Closed	Site 30 – ROD signed, Land Use Controls Work Plan being prepared		
Site 10 – Closed	Site 31 - ROD signed, Remedial Action ongoing		
Site 11 – Caltrans Property, CERCLA activities on hold for bridge construction	Site 32 – at RI step. Separate Removal Action is complete. Revised Human Health Risk Assessment to be completed.		
Site 12 – at RI step, currently doing a Non-Time- Critical Removal Action	Site 33 – at RI step		
Site 13 – Closed			

#### NAVSTA TI IR PROGRAM SITE MAP



#### WHAT IS HAPPENING IN THE TI HOUSING AREA?

The Non-Time Critical Removal Action is continuing in the TI Housing Area, also known as Site 12. As previously reported, the purpose of the removal action in the TI Housing Area is to excavate the soil in the areas primarily behind the green fences, referred to as the Solid Waste Disposal Areas (SWDA). Previous investigations identified three SWDAs where primary contaminants of concern are lead. polychlorinated biphenyls (PCB), polycyclic aromatic hydrocarbons (PAH), and dioxins. In addition, the Navy identified items that contain radium-226 in soil at the SWDAs. The items consisted of buttons and markers. and other items that were historically painted to glow in the dark and were likely discarded, along with other debris. at these locations before the housing was constructed in the 1960s. The planned excavations at SWDAs 1207/1209 and 1231/1233 are now complete, and temporary fencing has been removed. Excavations continue at SWDA A & B. The Navy also surveyed selected back yards just outside the SWDAs for radium, and did not find anything greater than the naturally occurring levels.





In addition, the Navy is studying how to treat groundwater near Buildings 1311 and 1313 in the Housing Area. While collecting groundwater samples for analysis, petroleum product was found. The Navy conducted a geophysical survey to determine whether there may be a source for the petroleum product. A possible source was located, and five additional groundwater wells were installed in the area to monitor the water and better determine the source of the petroleum. The Navy will continue to monitor the wells.

If you would like more information on the cleanup work in the Housing Area, or any other area of NAVSTA TI, you are encouraged to contact the Navy. See the contact information on page 8.

Workers Collect Sidewall Samples in SWDA A&B

# TEAM MEMBER PROFILES: DAVID CLARK, TONY KONZEN

Recently, the Island Times sat down to talk to the two newest members of the Navy's Treasure Island Cleanup Team, Dave Clark and Tony Konzen. Find out what it's like to work on the Navy's cleanup team!



#### DAVID CLARK, LEAD REMEDIAL PROJECT MANAGER

Island Times: What specifically is your focus at TI/what are the duties of a Lead Remedial Project Manager (RPM)? Clark: I work with the BRAC Environmental

Coordinator, James B. Sullivan, to help plan and execute the environmental program. Ultimately, I'm supporting the goal of property disposal for BRAC. I get support from the rest of the team, including other RPMs, and the radiological deputy RPM.

Island Times: Where did you go to school, and what did you study?

Clark: I went to Cal Poly San Luis Obispo. I have a Bachelor of Science degree in Environmental Engineering. Although I studied all areas of Civil Engineering, I focused on wastewater, air pollution and other areas of Environmental Engineering towards the end of my time at Cal Poly.

Island Times: How did you get involved in the environmental industry, and with the Navy?

Clark: My brother is an engineer, which got me into engineering. I've always been interested in the environment and I love the outdoors so the two seemed to match up with environmental engineering. As for the Navy, I come from a military family, so I've always been interested in some sort of public service. Towards the end of his career, my father worked at Former Marine Corps Air Station El Toro in Santa Ana, California, which became a BRAC base. So I knew about the BRAC program early in the process, and I thought it would be interesting to get involved when I was given the opportunity to work on BRAC Bases. My

family was directly affected by a BRAC closure, so I understand how it affects local communities.

Island Times: How long have you been with Navy BRAC PMO, and how long have you been working on the TI project?

Clark: I've been with Navy BRAC for over 10 years now, but I just began on the TI project in late 2009. I'm also the Lead RPM for Former Naval Fuel Depot Point Molate, Housing Facility Novato, and Crows Landing Flight Facility. [For information on any of these installations, including Treasure Island, see the Navy's website at www.bracpmo.navy.mil.]

Island Times: What is a typical work day like for you?

Clark: It depends on what day of the week it is. Mondays are typically full of meetings, planning for the week. If I'm travelling it will usually be Tuesday-Thurs. When I'm not traveling, days typically consist of the day to day operations of running the environmental program. This includes not only technical issues, but managing the contracts that support the environmental program. There is also constant planning. As part of the Federal Government, we start planning years in advance for a current fiscal year. There is a tremendous amount of behind-the-scenes work that takes place in order to move a chunk of dirt, or start working on a new study. Fridays are usually a great day to catch up on filing or e-mail.

Island Times: What do you like best about the TI project?

Clark: There is a well-established team that has a common goal and works with the spirit of cooperation. Everyone makes an effort to work together, especially between the Navy, agencies, and the City. Having a good working relationship is what allows things to move forward. There's also the view from TI itself, and the chance to be in the Bay Area. Although I live in San Diego, I've always visited friends and family here and love this area.

Island Times: What do you find challenging or rewarding about your job/this project?

Clark: Taking each project to the next level or phase, whether it be a technical milestone within a document, beginning the next phase, completing a Record of Decision, etc., is a reward. Taking the next step in any project is also challenging, because it all takes a lot of planning and cooperation by all the stakeholders to keep

things moving. The ultimate reward however, is when you see that closed base come back to life after transfer.

Island Times: What do you like to do in your free time?

Clark: I enjoy backpacking in various parts of California. I took a recent trip to the Ventana wilderness in the Santa Lucia Mountains, and it was great. It was cold and a bit damp, but the scenery was inspiring.



#### TONY KONZEN, PROJECT MANAGER

Island Times: So Tony, what is your title, and what are your responsibilities on the TI project?

Konzen: I'm a project manager. I make sure my projects stay on schedule and

manage the budget, provide technical input, and issue requests for proposals.

Island Times: Where did you go to school, and what did you study?

Konzen: I went to San Diego State University, and got a Bachelor of Science degree in Hydrogeology.

Island Times: How did you get involved in the environmental industry, and with the Navy?

Konzen: When studying hydrogeology, many people go into work related to water supply or assessing and remediating man-made chemicals released to groundwater. Much of my coursework dealt with contaminant transport, which is relevant to the work at the BRAC bases. I always thought it was interesting in school and decided to make it my career.

Island Times: How long have you been with Navy BRAC PMO, and how long have you been working on the TI project?

Konzen: I just joined BRAC PMO in October 2009, and started working on the TI project right away. Before that, I was in the environmental consulting industry for more than 20 years. In addition to working on many commercial projects during my consulting career, I worked on active Navy bases and BRAC bases, including former Marine Corps Air Station El Toro and former Naval Shipyard Hunters Point.

Island Times: What is a typical work day like for you?

Konzen: Consulting was more chaotic, constantly putting out fires. A typical day here is more predictable, but matters do pop up that require prompt attention: an urgent request, or an email to respond to or an issue to resolve. But then I always have a list of to-do items, such as writing a scope of work; reviewing documents and getting them through the rest of the review process; and reviewing responses to comments on documents. One of the high priority, most time-sensitive things is to get funding awarded to contracts within a certain time, otherwise it can be "use-or-lose".

Island Times: What do you like best about the TI project?

Konzen: I've only been here a short time, but I like the Navy team and the contractors very much. They are all doing a good job, performing as a team, and working hard to meet expectations.

Island Times: What do you find challenging or rewarding about your job/this project?

Konzen: The radiological program is challenging. There is a lot of guidance about radiological issues, and it is often changing. Anytime one is dealing with radiological issues, there are unknowns. It's similar to a munitions and explosives program, in that there are unknowns, and there can be a somewhat negative public perception about radiological contaminants.

Island Times: What do you like to do in your free time? Konzen: I like to play guitar (blues, jazz, and rock). I also brew craft beers and enter them in contests. I got second place for my Pilsner at a San Diego fair.

Welcome to the team, Dave and Tony!

## CHECK OUT THE RESTORATION ADVISORY BOARD

The RAB is composed of members of the community who work with the Navy and regulatory agencies to provide input on the environmental restoration of NAVSTA TI. Regular meetings are held to discuss the progress of the Environmental Cleanup Program. It is a great opportunity to find out what is going on and to have your voice heard! Residents or community members regularly drop in to hear the latest news or ask questions. All RAB meetings are open to the public. Everyone is welcome!



RAB meetings are held at 7:00 p.m. on the third Tuesday of every other month (February, April, June, August, October, and December) at the Casa de la Vista on TI and are open to everyone. For more

information, call James Sullivan at (619) 532-0966 or send an e-mail to james.b.sullivan2@navy.mil. You can also check out the schedule on the Navy's website at www.bracpmo.navy.mil.

#### INFORMATION REPOSITORIES

Did you know the Navy has set up two conveniently located Information Repositories housing environmental documents related to NAVSTA TI? You can visit these repositories to read various documents published for the environmental program. The Navy's Information Repositories are located at the following addresses:

Navy BRAC PMO Office

1 Avenue of the Palms, Suite 161 Treasure Island, San Francisco, CA 94130 (415) 743-4704

Monday through Friday 8:30 a.m. - 4:30 p.m.

AND

San Francisco Public Library Government Publications Section, 5th Floor 100 Larkin Street San Francisco, CA 94102

(415) 557-4400 Call for hours

#### BRAC CLEANUP TEAM CONTACT LIST

Name/Title	Organization	Address	E-mail	Phone/Fax
James B. Sullivan	Navy BRAC PMO West	1455 Frazee Road, Suite 900, San Diego, CA 92108- 4310	james.b.sullivan2@navy.mil	phone (619) 532-0966 fax (619) 532-0983
Dave Clark	Navy BRAC PMO West	1455 Frazee Road, Suite 900, San Diego, CA 92108- 4310	david.j.clark2@navy.mil	phone (619) 532-0973 fax (619) 532-0983
Remedios (Medi) Sunga	DTSC	700 Heinz Avenue, Suite 200 Berkeley, CA 94710	rsunga@dtsc.ca.gov	phone (510) 540-3840 fax (510) 540-3819
Richard Perry	DTSC	700 Heinz Avenue, Suite 200 Berkeley, CA 94710	rperry@dtsc.ca.gov	phone (510) 540-3910 fax (510) 540-3819
Ross Steenson	Water Board	1515 Clay Street, Suite 1400, Oakland, CA 94612	rsteenson@waterboards.ca.gov	phone (510) 622-2445 fax (510) 622-2460
Christine Katin	US EPA	75 Hawthorne St., SFD-8-1, San Francisco, CA 94105-3901	katin.christine@epa.gov	phone (415) 972-3112 fax (415) 947-3520

#### THE NAVY IS AVAILABLE TO ANSWER COMMUNITY QUESTIONS

The Navy continues to be available to residents and the general community to discuss the ongoing environmental work on NAVSTATI. The Navy and several regulatory agency members held an Open

House on Saturday, October 24, 2009, at the Ship Shape Building on TI. The focus of that Open House was to present updates about the environmental cleanup work in the TI Housing Area. In addition, the Navy hosted a table at the Treasure Island Development Authority board meeting on November 18, 2009, which was held in the Pavilion by the Bay on TI. The open house and meeting were great opportunities for community members to meet with the Navy and ask questions or give input about the environmental cleanup program. Thanks to all of the community members who stopped by both events to discuss environmental cleanup projects! If you are looking for environmental updates, please contact the Navy. (See page 8 for contact information)



Community Members Talk to People Working on the Cleanup at the October 2009 Open House

#### **HISTORICAL FACT**

#### Answer:

Chester William Nimitz. Fleet Admiral Nimitz began his career with the Navy in the U.S. Naval Academy in 1901. During his career, he served with the Asiatic fleet, helped build the submarine base at Pearl Harbor, established the NROTC at U.C. Berkeley, spent time in the Bureau of Navigation in Washington D.C., took over command of the Pacific fleet during World War II, and became Chief of Naval Operations in 1945. The USS Nimitz, commissioned in 1975, is named after him. Fleet Admiral Nimitz died at his home on Yerba Buena Island on February 20, 1966.



Fleet Admiral C.W. Nimitz aboard USS Wiltsie, 1946

#### Island Times • Environmental Investigation and Cleanup News • Spring 2010 • Newsletter No. 16

#### **NAVSTA TI Mailing Coupon**

If you would like to be added to the NAVSTA TI mailing list and receive copies of future newsletters and fact sheets, please fill out the coupon below and mail it to:

James B. Sullivan Navy BRAC PMO West 1 Avenue 0f The Palms Suite 161 San Francisco, CA 94130-1807

Name		
Address		
City	State	Zip
E-mail Address		
Add my name to the hardcopy mailing list		dd my name to the email mailing list



James B. Sullivan Navy BRAC PMO West 1 Avenue Of The Palms Suite 161 San Francisco, CA 94130-1807



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# Inside This Issue: Navy and City Agree to Conveyance Terms.....1 Upcoming Opportunity for Community Input. 2 Status of the CERCLA Sites at Navsta TI ......3 Basewide Map 4 Housing Area Update. 5 Centact Info .....8













# AGENDA ITEM 6B Treasure Island Development Authority City and County of San Francisco Meeting of June 09, 2010

Subject: Resolution Authorizing the Director of Island Operations to Execute a Professional

Services Agreement with the Treasure Island Homeless Development Initiative for the period from July 1, 2010 to June 30, 2011 in an amount not to exceed \$157,000

Contact: Mirian Saez, Director of Island Operations

Phone: (415) 274-0660

#### BACKGROUND

The Treasure Island Homeless Development Initiative ("TIHDI") is a consortium of nonprofit organizations that provide services to homeless and other economically disadvantaged San Francisco residents. TIHDI was organized to utilize the resources of the former Naval Station Treasure Island to help fill gaps in the continuum of care for homeless persons and families, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994.

The proposed Professional Services Agreement (the "Agreement") between the Treasure Island Development Authority (the "Authority") and TIHDI continues TIHDI's role in (i) the coordination and facilitation of community-based homeless service organizations in Treasure Island community activities; (ii) participation in the development process to support development plans which implement the proposed Base Closure Homeless Assistance Agreement and Option to Lease Real Property on Treasure Island and Yerba Buena Island (the "TIHDI Agreement"); (iii) development of housing units allocated to TIHDI under the TIHDI Agreement; and (iv) operation of a job broker system and economic self-sufficiency programs for Island residents.

TIHDI and the Authority have negotiated a budget of One Hundred and Fifty Seven Thousand Dollars (\$157,000) to support TIHDI's mission and to provide services to the Treasure Island community for the upcoming 2010-2011 Fiscal Year. Funds to support the Agreement will come from the revenues generated by leasing Treasure Island facilities.

#### BUDGET IMPACT

The Authority budgeted One Hundred and Seventy Five Thousand Dollars (\$175,000) to TIHDI in Fiscal Year 2009-2010 for services provided by TIHDI to the Treasure Island community under the existing contract that expires June 30, 2010. Due to the Authority's decline in revenues as a result of the economic downturn, the FY 2010-11 Budget reduces the contract amount to One Hundred and Fifty Seven Thousand Dollars (\$157,000) or 10% for services provided under the Agreement for Fiscal Year 2010-2011. The Authority will continue to support TIHDI's operations described in the TIHDI Professional Service Agreement attached here as Exhibit A.

#### RECOMMENDATION

Project staff recommends approval of the Professional Services Agreement between the Treasure Island Development Authority and the Treasure Island Homeless Development Initiative. TIHDI continues to expand its offerings and to provide important services to the Treasure Island community. These services include: supporting economic self-sufficiency, operating a community center, providing a weekly food pantry, and operating a job broker system. A summary of TIHDI's goals and accomplishments in FY 2009-2010 is attached as Exhibit B.

#### **EXHIBITS**

- A. Professional Services Agreement between the Treasure Island Development Authority and the Treasure Island Homeless Development Initiative.
- B. Summary of TIHDI's accomplishments in FY 2009-2010.

Prepared by Frishtah Afifi, Project Administrator For Mirian Saez, Diretor of Island Operations [TIHDI Professional Services Agreement]

Resolution authorizing the Director of Island Operations to execute a Professional Services Agreement with the Treasure Island Homeless Development Initiative for the period from July 1, 2010 to June 30, 2011 in an amount not to exceed \$157,000.

WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America ("the Federal Government"); and,

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to Tidelands Trust, vested the authority to administer the public trust for commerce, navigation and fisheries as to such property in the Authority; and,

WHEREAS, The Board of Supervisors approved the designation of the Authority as a redevelopment agency for Treasure Island in 1997; and,

WHEREAS, The City and County of San Francisco, as the predecessor Local Reuse Authority for the Base, negotiated a proposed Base Closure Homeless Assistance Agreement and Option to Lease Real Property (the "Homeless Assistance Agreement") with the Treasure Island Homeless Development Initiative ("TIHDI"), a consortium of nonprofit corporations organized to utilize the available resources of the Base to help fill gaps in the continuum of care for homeless persons and families, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994; and,

WHEREAS, The Authority's purchasing policy and procedures authorize noncompetitive negotiations for contracts in furtherance of the Homeless Assistance Agreement; and,

WHEREAS, The Authority has supported TIHDI pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994 by contracting with TIHDI for the performance of services related to (i) the coordination and facilitation of community-based homeless service organizations in Treasure Island community activities; (ii) participation in the development process to support development plans which implement the proposed Homeless Assistance Agreement; (iii) development of housing units allocated to TIHDI under the Homeless Assistance Agreement; and (iv) operation of a job broker system and economic self-sufficiency programs for Island residents (collectively, the "Services"); and,

WHEREAS, The current contract between the Authority and TIHDI for the Services expires June 30, 2010; and,

WHEREAS, The Authority and TIHDI have negotiated a new Professional Services Agreement (the "Agreement") for the continued performance of the Services for the period from July 1, 2010 through June 30, 2011; and,

 WHEREAS, TIHDI represents and warrants that it is qualified to perform the Services required by the Authority as set forth under the Agreement; now, therefore be it

RESOLVED, That the Authority hereby authorizes the Director of Island Operations to execute the Agreement, effective July 1, 2010, with TIHDI for an amount not to exceed \$157,000, in substantially the form of the Agreement attached hereto as <a href="Exhibit A">Exhibit A</a>; and, be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations or her designee to enter into any additions, amendments or other modifications to the Agreement that the Director of Island Operations determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the Agreement, such determination to be conclusively evidenced by the execution and delivery by the Director of Island Operations or her designee of the documents and any amendments thereto.

#### CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on June 09, 2010.

Helen Nigg, Secretary



# Treasure Island Development Authority One Avenue of the Palms Treasure Island San Francisco, California 94130

#### Agreement between the Treasure Island Development Authority and

#### Treasure Island Homeless Development Initiative

This Agreement is made this 1<sup>ST</sup> day of July, 2010, in the City and County of San Francisco, State of California, by and between: the Treasure Island Homeless Development Initiative, hereinafter referred to as "TIHDI" or "Contractor," and the Treasure Island Development Authority, a nonprofit public benefit corporation hereinafter referred to as the "Authority," acting by and through its Director of Island Operations, hereinafter referred to as the "Director."

#### Recitals

WHEREAS, the Authority wishes to utilize the resources of the former Naval Station Treasure Island to help fill gaps in the continuum of care for homeless persons and families, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994; and.

WHEREAS, The Authority's Purchasing Policy and Procedures authorize non-competitive negotiations for contracts that are in furtherance of the Homeless Assistance Agreement between the Authority and Contractor including any TIHDI member organizations for contracts for economic development opportunities identified in the Reuse Plan; and.

WHEREAS, Contractor provides services on Treasure Island including (i) the coordination and facilitation of community-based homeless service organizations in Treasure Island community activities; (ii) participation in the development process to support development plans which implement the Homeless Assistance Agreement; and (iii) operation of a job broker system and economic self-sufficiency programs for Island residents; and.

WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by Authority as set forth under this Contract;

Now, THEREFORE, the parties agree as follows:

 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

This Agreement is subject to the budget and fiscal provisions of the Charter of the City and County of San Francisco ("City"). Charges will accrue only after prior written authorization certified by the Controller, and the amount of the Authority's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to the Authority at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

Authority has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Authority budget decisions are subject to the discretion of the Mayor, the Board of Supervisors and the Authority's Board of Directors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

#### 2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from July 1, 2010 to June 30, 2011.

#### 3. Effective Date of Agreement

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

#### 4. Services Contractor Agrees to Perform

The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

#### 5. Compensation

Compensation shall be made in monthly payments on or before the tenth day of each month for work, as set forth in Section 4 of this Agreement, that the Director of Island Operations, in his or her sole discretion, concludes has been performed as of the final day of the immediately preceding month. In no event shall the amount of this Agreement exceed One Hundred and Fifty Seven Thousand Dollars (\$157,000). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Authority as being in accordance with this Agreement. Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall Authority be liable for interest or late charges for any late payments.

#### 6. Guaranteed Maximum Costs

- a. The Authority's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.
- b. Except as may be provided by laws governing emergency procedures, officers and employees of the Authority are not authorized to request, and the Authority is not required to reimburse

the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

- c. Officers and employees of the Authority are not authorized to offer or promise, nor is the Authority required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller
- d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

#### 7. Payment; Invoice Format

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by Authority to Contractor shall be subject to audit by the Authority.

Payment shall be made by Authority to Contractor at the address specified in the section entitled "Notices to the Parties."

#### 8. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City and/or the Authority for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City and/or the Authority for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City or the Authority if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City or the Authority a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City or the Authority; (c) conspires to defraud the City or the Authority by getting a false claim allowed or paid by the City; or the Authority; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City or the Authority; or (e) is a beneficiary of an inadvertent submission of a false claim to the City or the Authority, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City or Authority within a reasonable time after discovery of the false claim.

#### 9. Disallowance - Left blank by agreement of the parties.

#### 10. Taxes

- a. Payment of any taxes, including possessory interest taxes and California sales and use
  taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the
  obligation of Contractor.
- b. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of Authority property for private gain. If such a possessory interest is created, then the following shall apply:

- Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;
- (2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the Authority to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.
- (3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.
- (4) Contractor further agrees to provide such other information as may be requested by the Authority to enable the Authority to comply with any reporting requirements for possessory interests that are imposed by applicable law.

#### 11. Payment Does Not Imply Acceptance of Work

The granting of any payment by Authority, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by Authority and in such case must be replaced by Contractor without delay.

#### 12. Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with Authority's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at Authority's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

#### 13. Responsibility for Equipment

Authority shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by Authority.

#### 14. Independent Contractor; Payment of Taxes and Other Expenses

#### a. Independent Contractor

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by Authority under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with Authority, nor be entitled to participate in any plans, arrangements, or distributions by Authority pertaining to or in connection with any retirement, health or other benefits that Authority may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between Authority and Contractor or any agent or employee of Contractor.

Any terms in this Agreement referring to direction from Authority shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. Authority does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

#### b. Payment of Taxes and Other Expenses.

Should Authority, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). Authority shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for Authority, upon notification of such fact by Authority, Contractor shall promptly remit such amount due or arrange with Authority to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of Authority. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in Authority's financial liability so that Authority's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

#### 15. Insurance

- a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:
- (1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

- (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- (3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:
- (1) Name as Additional Insured the US Navy, the Treasure Island Development Authority, and the City and County of San Francisco, their Officers, Agents, and Employees.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Authority and the City for all work performed by the Contractor, its employees, agents and subcontractors.
- d. All policies shall provide thirty (30) days' advance written notice to Authority of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the Authority address in the "Notices to the Parties" section.
- e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the Authority receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the Authority may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- h. Before commencing any operations under this Agreement, Contractor shall furnish to Authority certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to Authority, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

 Approval of the insurance by Authority shall not relieve or decrease the liability of Contractor hereunder.

#### 16. Indemnification

Contractor shall indemnify and save harmless Authority and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by Authority or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on Authority, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of Authority and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Authority's costs of investigating any claims against the Authority.

In addition to Contractor's obligation to indemnify Authority, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend Authority from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by Authority and continues at all times thereafter.

Contractor shall indemnify and hold Authority harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by Authority, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

#### 17. Incidental and Consequential Damages

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that Authority may have under applicable law.

#### 18. Liability of Authority

AUTHORITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL AUTHORITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

#### 19. Liquidated Damages

By entering into this Agreement, Contractor agrees that in the event the Services, as provided under Section 4 herein, are delayed beyond the scheduled milestones and timelines as provided in Appendix A, Authority will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of Five Hundred Dollars (\$500) per day for each day of delay beyond scheduled milestones and timelines is not a penalty, but is a reasonable estimate of the loss that Authority will incur based on the delay, established in light of the circumstances existing at the time this contract was awarded. Authority may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by Authority because of Contractor's failure to deliver to Authority within the time fixed or such extensions of time permitted in writing by the Authority.

#### 20. Default; Remedies

- a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:
- (1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:
  - 8. Submitting false claims
  - 10. Taxes
  - 15. Insurance
  - 24. Proprietary or confidential information of City
  - 30. Assignment
  - 37. Drug-free workplace policy,
  - 53. Compliance with laws
  - 55. Supervision of minors
  - 57. Protection of private information
  - 58. Graffiti removal
- (2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from Authority to Contractor.
- (3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptey of ro liquidation or to take advantage of any bankruptey, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.
- (4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.
- b. On and after any Event of Default, Authority shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific

performance of all or any part of this Agreement. In addition, Authority shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to Authority on demand all costs and expenses incurred by Authority in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. Authority shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between Authority and Contractor all damages, losses, costs or expenses incurred by Authority as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

#### 21. Termination for Convenience

- a. Authority shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. Authority shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.
- b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by Authority and to minimize the liability of Contractor and Authority to third parties as a result of termination. All such actions shall be subject to the prior approval of Authority. Such actions shall include, without limitation:
- (1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by Authority.
- (2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
  - (3) Terminating all existing orders and subcontracts.
- (4) At Authority's direction, assigning to Authority any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, Authority shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (5) Subject to Authority's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (6) Completing performance of any services or work that Authority designates to be completed prior to the date of termination specified by Authority.
- (7) Taking such action as may be necessary, or as the Authority may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which Authority has or may acquire an interest.
- c. Within 30 days after the specified termination date, Contractor shall submit to Authority an invoice, which shall set forth each of the following as a separate line item:

- (1) The reasonable cost to Contractor, without profit, for all services and other work Authority directed Contractor to perform prior to the specified termination date, for which services or work Authority has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.
- (2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of Authority, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
- (3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the Authority or otherwise disposed of as directed by the Authority.
- (4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to Authority, and any other appropriate credits to Authority against the cost of the services or other work.
- d. In no event shall Authority be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by Authority, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).
- e. In arriving at the amount due to Contractor under this Section, Authority may deduct: (1) all payments previously made by Authority for work or other services covered by Contractor's final invoice; (2) any claim which Authority may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the Authority, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and Authority's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.
- $f. \hspace{1cm} \hbox{Authority's payment obligation under this Section shall survive termination of this} \\ Agreement.$

#### 22. Rights and Duties upon Termination or Expiration

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

- 8. Submitting false claims
- Disallowance
- 10. Taxes
- 11. Payment does not imply acceptance of work

- 13. Responsibility for equipment
- 14. Independent Contractor; Payment of Taxes and Other Expenses
- Insurance
- Indemnification
- 17. Incidental and Consequential Damages
- 18. Liability of City
- 24. Proprietary or confidential information of City
- 26. Ownership of Results
- 27. Works for Hire
- 28. Audit and Inspection of Records
- 48. Modification of Agreement.
- 49. Administrative Remedy for Agreement Interpretation.
- 50. Agreement Made in California; Venue
- 51. Construction
- 52. Entire Agreement
- 56. Severability
- 57. Protection of private information

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to Authority, and deliver in the manner, at the times, and to the extent, if any, directed by Authority, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to Authority. This subsection shall survive termination of this Agreement.

#### 23. Conflict of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the Authority if it becomes aware of any such fact during the term of this Agreement.

#### 24. Proprietary or Confidential Information of Authority

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by Authority and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Authority. Contractor agrees that all information disclosed by Authority to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

#### 25. Notices to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To Authority: Treasure Island Development Authority

One Avenue of the Palms Treasure Island

San Francisco, CA. 94130

Attn: Mirian Saez, Director of Island Operations

Fax: (415) 274-0299

To Contractor: Treasure Island Homeless Development Initiative

One Avenue of the Palms Treasure Island San Francisco, CA. 94130

Attn: Sherry Williams, Executive Director

Fax: (415) 834-9134

Any notice of default must be sent by registered mail.

#### 26. Ownership of Results

Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to Authority. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

#### 27. Works for Hire

If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the Authority. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the Authority, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the Authority, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

#### 28. Audit and Inspection of Records

Contractor agrees to maintain and make available to the Authority, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit Authority to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon Authority by this Section.

#### 29. Subcontracting

Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by Authority in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

#### 30. Assignment

The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by Authority by written instrument executed and approved in the same manner as this Agreement.

#### 31. Non-Waiver of Rights

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

#### 32. Earned Income Credit (EIC) Forms

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

- a. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.
- b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the Authority may pursue any rights or remedies available under this Agreement or under applicable law.
- c. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.
- d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 120 of the San Francisco Administrative Code.

#### 33. Local Business Enterprise Utilization; Liquidated Damages

#### a. The LBE Ordinance

Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco

Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle Authority, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

#### b. Compliance and Enforcement

If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code \$14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to Authority upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City or the Authority.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

#### 34. Nondiscrimination; Penalties

#### a. Contractor Shall Not Discriminate

In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

#### b. Subcontracts

Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2 (a), 12B.2(e)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

#### c. Nondiscrimination in Benefits

Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

#### d. Condition to Contract

As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

# e. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

#### 35. MacBride Principles-Northern Ireland

Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

# 36. Tropical Hardwood and Virgin Redwood Ban

Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

## 37. Drug-Free Workplace Policy

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City and Authority premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

#### 38. Resource Conservation

Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

#### 39. Compliance with Americans with Disabilities Act

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services pecified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

#### 40. Sunshine Ordinance

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between Authority and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

# 41. Public Access to Meetings and Records

If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the Authority to terminate and/or not renew the Agreement, partially or in its entirety.

# 42. Limitations on Contributions

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who

contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide Authority the names of each person, entity or committee described above.

# 43. Requiring Minimum Compensation for Covered Employees

- a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (chapter 12P), including the remedies provided, and implementing guidelines and rules he provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.
- b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, Authority may pursue any of the remedies set forth in this Section against Contractor.
- c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.
- d. Contractor shall maintain employee and payroll records as required by the MCO. If
  Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage
  required under State law.
- e. Authority is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

- f. Contractor's commitment to provide the Minimum Compensation is a material element of the Authority's consideration for this Agreement. The Authority in its sole discretion shall determine whether such a breach has occurred. The Authority and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the Authority and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.
- g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City and the Authority shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City and the Authority shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City or the Authority.
- h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.
- i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

# 44. Requiring Health Benefits for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

- a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.
- b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3 (e) of the HCAO, it shall have no obligation to comply with part (a) above.
- c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. Authority shall notify Contractor if such a breach has occurred. If, within 30 days after receiving Authority's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days,

Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City and Authority shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City or Authority.

- d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City and Authority may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City or Authority has first provided Contractor with notice and an opportunity to obtain a cure of the violation.
- e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City or Authority with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.
- f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.
- g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.
  - h. Contractor shall keep itself informed of the current requirements of the HCAO.
- Contractor shall provide reports to the City and Authority in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.
- j. Contractor shall provide City and Authority with access to records pertaining to compliance with HCAO after receiving a written request from Authority to do so and being provided at least ten business days to respond.
- k. Contractor shall allow City and Authority to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.
- City and Authority may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City and/or Authority when it conducts such audits.
- m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City or Authority to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City or Authority to be equal to or greater than \$75,000 in the fiscal year.

#### 45. First Source Hiring Program

# a. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

# b. First Source Hiring Agreement

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

- (1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.
- (2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.
- (3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring

process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

- (4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.
- (5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.
  - (6) Set the term of the requirements.
- (7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.
- (8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.
- (9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

#### c. Hiring Decisions

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

#### d. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

# e. Liquidated Damages

Contractor agrees:

- (1) To be liable to the City and/or the Authority for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

- (3) That the contractor's commitment to comply with this Chapter is a material element of the Authority's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the Authority, City and the public which is significant and substantial but extremely difficult to quantity; that the harm to the Authority and City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the Authority and City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City and Authority suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations:
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
- A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
- B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City and/or the Authority by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law.

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

#### f. Subcontracts

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

#### 46. Prohibition on Political Activity with City Funds

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "bolitical Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City and the Authority may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City or Authority contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

# 47. Preservative-treated Wood Containing Arsenic

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

# 48. Modification of Agreement

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement Contractor shall cooperate with Department to submit to the Director of HRC any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

#### 49. Administrative Remedy for Agreement Interpretation

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

## 50. Agreement Made in California; Venue

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

#### 51. Construction

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

#### 52. Entire Agreement

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

# 53. Compliance with Laws

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

# 54. Services Provided by Attorneys

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

#### 55. Supervision of Minors - Left blank by agreement of the parties.

# 56. Severability

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

#### 57. Protection of Private Information

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Mondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contactor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

# 58. Graffiti Removal

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with

impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's and Authority's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

#### 59. Food Service Waste Reduction Requirements

Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that Authority will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by the Authority because of Contractor's failure to comply with this provision.

# 60. Slavery Era Disclosure - Left blank by agreement of the parties.

 $IN\ WITNESS\ WHEREOF, the parties\ here to\ have\ executed\ this\ Agreement\ on\ the\ day\ first\ mentioned\ above.$ 

CONTRACTOR
TREASURE ISLAND HOMELESS DEVELOPMENT INITIATIVE
By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.
I have read and understood paragraph 35, the City's statement urging companies doing business in
Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.
Sherry Williams, Executive Director One Avenue of the Palms Treasure Island
San Francisco, CA. 94130
City vendor number: 51465

# Appendices

A: Services to be provided by Contractor

B: Calculation of Charges

# EXHIBIT A Services to be Provided by Contractor Contract Year 2010-2011

# Description of Services

#### TASK ONE

Treasure Island Homeless Development Initiative ("Contractor") shall provide all labor, materials, and equipment necessary to:

Coordinate and facilitate the participation of community-based homeless service
organizations activities with all public and private agencies operating on former naval base
Treasure Island in the current implementation of the proposed Base Closure Homeless
Assistance Agreement and Option to Lease Real Property.

# Specifically:

- Operate the Job Broker System for island employers to fulfill hiring objectives outlined in their leases and/or contracts with the Treasure Island Development Authority.
- Facilitate dissemination of information to members of the Treasure Island Homeless Development Initiative regarding facility issues impacting Treasure Island.
- Facilitate dissemination of information to members of the Treasure Island Homeless Development Initiative regarding hearings involving Treasure Island.
- Coordinate participation of members of the Treasure Island Homeless Development Initiative where appropriate.
- · Operate the "Ship Shape" as a Community Center.

Treasure Island Homeless Development Initiative ("Contractor") shall provide all labor, materials, and equipment necessary to:

Coordinate and facilitate the participation of community-based homeless service
organizations and coordinate activities with all public and private agencies operating on
former naval base Treasure Island in the development of long term plans to implement the
proposed Base Closure Homeless Assistance Agreement and Option to Lease Real Property
on Treasure Island and Yerba Buena Island.

#### Specifically:

- Provide consultation on the affordable housing component of the proposed development plan by TICD. This includes review of financing proposals by developer, phasing of housing, and the design and placement of housing.
- Provide input in community serving and development components, Job Broker and First Source compliance and economic development opportunities as indicated in the TIHDI Agreement.



#### ITEM 6D

#### EXHIBIT B

# Report to TIDA From the Treasure Island Homeless Development Initiative Contract Year 2009-2010

TIHDI received funding from TIDA to perform the following services. The accomplishments related to these services are as of May 26, 2010.

#### TASK ONE

Treasure Island Homeless Development Initiative ("Contractor") shall provide all labor, materials, and equipment necessary to:

Coordinate and facilitate the participation of community-based homeless service
organizations activities with all public and private agencies operating on former naval base
Treasure Island in the current implementation of the proposed Base Closure Homeless
Assistance Agreement and Option to Lease Real Property.

# Specifically:

 Operate the Job Broker System for island employers to fulfill hiring objectives outlined in their leases and/or contracts with the Treasure Island Development Authority.

TIHDI, in conjunction with TIHDI member Toolworks, entered into a joint venture (JV) with Wine Valley Catering (WVC) in previous fiscal year. Since then 39 people have been hired and are working for WVC for an average \$13.13 hourly wage.

The Broker provided 26 set up and breakdown workers for the following special events that were held on the Island: Triathalon; TI Music Festival, the Dragon Boat Festival, and Mini Enthusiasts rally.

- 2 workers were placed full time landscaping positions with Rubicon Programs and 1 with Kidango.
- Facilitate dissemination of information to members of the Treasure Island Homeless
  Development Initiative regarding environmental issues impacting Treasure Island.
  - When contacted to provide notice, TIHDI notifies members of environmental issues. TIHDI also notifies members of road closures, planned utilities outages and so on.
- Facilitate dissemination of information to members of the Treasure Island Homeless Development Initiative regarding hearings involving Treasure Island.
  - Members are notified of hearings regarding Treasure Island. Members have attended TIDA meetings and BOS when appropriate.

 Coordinate participation of members of the Treasure Island Homeless Development Initiative where appropriate.

TIHDI members have been encouraged to participate in emergency planning, community and housing provider meetings. TIHDI coordinates the monthly TI Housing Partner meetings.

· Operate the "Ship Shape" as a Community Center.

TIHDI provides an average of 120 Treasure Island households (representing approximately 400 people, many children) supplemental groceries at the weekly Food Pantry held at the Ship Shape. The Ship Shape also hosts AA/NA support groups, community meetings, special community events, program graduations, and workshops. TIHDI manages scheduling, oversees maintenance, and pays for all expenses such as garbage, utilities and janitorial.

TIHDI continues to operate a Business Assistance Center in the Ship Shape which provides information to all island residents on banking, money management, credit repair, and asset development. The Center is the hub for the Economic Self Sufficiency Program (ESSP). It is open for drop in services Monday thru Thursday from 9am to 5pm and by appointment. Through the ESSP, TIHDI hosted a free tax aid site where 170 TI residents and workers received assistance with their tax returns. Over 300 island residents & workers have been assisted by this Center this past fiscal year. We have also initiated computer trainings classes as part of the free wifi program and an effort to cross the digital divide. 20 people have taken classes to date.

Treasure Island Homeless Development Initiative ("Contractor") shall provide all labor, materials, and equipment necessary to:

Coordinate and facilitate the participation of community-based homeless service
organizations and coordinate activities with all public and private agencies operating on
former naval base Treasure Island in the development of long term plans to implement the
proposed Base Closure Homeless Assistance Agreement and Option to Lease Real Property
on Treasure Island and Yerba Buena Island.

# Specifically:

- Provide consultation on the affordable housing component of the proposed development plan by TICD. This includes review of financing proposals by developer, phasing of housing, and the design and placement of housing.
- Provide input in community serving and development components, Job Broker and First Source compliance and economic development opportunities as indicated in the TIHDI Agreement.

TIHDI organized a housing task force comprised of members and city representatives from MOH, SFRA, MOEWD and HAS to discuss and plan for the TIHDI replacement housing program and its integration with the other affordable housing. TIHDI reviewed and gave feedback on the affordable housing proforma, specifically the TIHDI component. TIHDI negotiated the terms of its term sheet with TIDA..

Appendix B Calculation of Charges

#### TIHDI 2010-2011

Total

Income

Contract Income TIDA
Total Contract Income 157,000 157,000

Foundation Income

Total Foundation Income 100,000

Corporate Income

Total Corporate Income 47,500

**Donation Income** 

Total Donation Income 59,600

Other Income

Total Other Income 141,170
Total Income 505,270

Personnel

Total Personnel & Benefits 275,062

NonPersonnel Expenses

Prof Fees/Contracts

Total Prof Fees/Contracts 89,380

Program Expenses

Total Program Expenses 39,200

**Operating Expenses** 

Total Operating Expenses 101,628 Total Expenses 505,270

Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement as the Director of Island Operations, in her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed One Hundred and Fifty Seven Thousand Dollars (\$157,000).

#### ITEM 6B

#### EXHIBIT B

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- Provide consultation on the affordable housing component of the proposed development plan by TICD. This includes review of financing proposals by developer, phasing of housing, and the design and placement of housing.
- Provide input in community serving and development components, Job Broker and First Source compliance and economic development opportunities as indicated in the TIHDI Agreement.

TIHDI organized a housing task force comprised of members and city representatives from MOH, SFRA, MOEWD and HAS to discuss and plan for the TIHDI replacement housing program and its integration with the other affordable housing. TIHDI reviewed and gave feedback on the affordable housing proforma, specifically the TIHDI component. TIHDI negotiated the terms of its term sheet with TIDA..





# AGENDA ITEM 6C Treasure Island Development Authority

City and County of San Francisco
Meeting of June 09, 2010

Subject: Resolution Authorizing the Director of Island Operations to Execute a Professional

Services Agreement with the Boys & Girls Clubs of San Francisco for the Period

from July 1, 2010 to June 30, 2011, in an amount not to exceed \$133,000

Contact: Mirian Saez, Director of Island Operations

Phone: (415) 274-0660

# BACKGROUND

The Boys & Girls Clubs of San Francisco ("BGCSF") is a California nonprofit corporation. The mission of BGCSF is to inspire and enable all young people, especially those from disadvantaged circumstances, to realize their full potential as productive, responsible and caring citizens. BGCSF has operated a Club at the Treasure Island Elementary School since the summer of 2000. BGCSF reports that there are approximately 325 school-aged children and teens on Treasure Island and the club serves over 300 kids annually. The average daily attendance is between 55 and 70.

BGCSF provides after-school and summer activities for school-aged youth on Treasure Island. With the closing of the Treasure Island elementary school in December of 2006, BGCSF and the Treasure Island Development Authority (the "Authority") agreed that it was essential that BGCSF "stay put" and serve as a source of stability for the Island's young people.

The Treasure Island Club is open 3pm to 7pm Monday through Friday during the school year, 10am to 6pm in the summer and during holiday breaks, and Saturdays once a month from 12:30pm to 5pm. The facility has four full-time and two part-time staff members and two paid tutors. Programming focuses on life-skills and staff is trained to help children understand healthy choices as they explore new activities and find areas of interest. Virtues of caring, responsibility, respect, kindness, acceptance, commitment, service, and honesty are expected of all youth club members. Core Program areas offer youth a wide range of activities and services to support their lives. Program areas include daily homework completion and academic tutoring; literacy, math and science enhancement programs; financial literacy; community service and leadership clubs; sports instruction; inter-city sports leagues; nontraditional fitness activities; fine arts and crafts; age and gender specific health and life skills programs; social recreation and games; and technology.

In recognition of BGCSF's critical role in development of youth on the Island and their substantial contribution to the Treasure Island Community, in FY 2007-2008 the Authority entered into a One Hundred Thousand Dollar (\$100,000) Professional Services Agreement with BGCSF to provide youth oriented services to the Treasure Island community. The Authority also provided a grant of Eighty Thousand Dollars (\$80,000) of Community Benefits Funds to

BGCSF for an Education Initiative and for Behavioral Health Services for Treasure Island youth. Both programs provided community-wide benefits to Treasure Island.

In FY 2008-2009 and FY 2009-10 funding of \$140,000 was provided to the Boys and Girls Club to support their ongoing contributions to the community and to maintain programs including Behavioral Health Services on Treasure Island.

The 2010-2011 Professional Services Agreement (the "Agreement") between the Authority and BGCSF will allow BGCSF to continue its role of inspiring youth to realize their full potential as productive, responsible and caring citizens, while continuing to serve as a source of stability for the Island's young people. The Authority will fund BGCSF an amount not to exceed One Hundred and Thirty Three Thousand Dollars (\$133,000) for providing the services described in the Agreement from July 1, 2010 through June 30, 2011.

#### BUDGET IMPACT

In Fiscal Year 2009-2010, the Authority paid BGCSF \$140,000 for its services to the Treasure Island Community. Funding is made available from the Authority's operating revenue. Due to the Authority's overall decline in revenues and consistent with the Mayor's letter in January 2010 to reduce professional service costs, the funding in Fiscal Year 2010-11 has been decreased by \$7,000 or 5%.

# RECOMMENDATION

Staff recommends approval of the Professional Services Agreement between the Treasure Island Development Authority and the Boys & Girls Clubs of San Francisco for a not to exceed amount of \$133,000.

# **EXHIBITS**

- A. Professional Services Agreement between the Treasure Island Development Authority and the Boys & Girls Clubs of San Francisco.
- B. Boys & Girls Clubs of San Francisco 2009-2010 Treasure Island Accomplishments.

Prepared by Frishtah Afifi, Project Administrator for Mirian Saez, Director of Island Operations

[Boys & Girls Clubs of San Francisco Professional Services Agreement]

Resolution Authorizing the Director of Island Operations to Execute a Professional Services Agreement with the Boys & Girls Clubs of San Francisco for the Period from July 1, 2010 to June 30, 2011.

WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America ("the Federal Government"); and,

WHEREAS, Treasure Island was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, In 1995, the General Services Administration and the Bureau of Land Management determined that Yerba Buena Island was surplus to the Federal Government's needs and could be transferred to the administrative jurisdiction of the Department of Defense under the Base Closure and Realignment Act of 1990 and disposed of together with Treasure Island; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base

 upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and

WHEREAS, The Board of Supervisors approved the designation of the Authority as a redevelopment agency for Treasure Island in 1997; and,

WHEREAS, The City and County of San Francisco negotiated a proposed Base Closure Homeless Assistance Agreement and Option to Lease Real Property (the "Homeless Assistance Agreement") with the Treasure Island Homeless Development Initiative ("TIHDI"), a consortium of nonprofit corporations organized to utilize the resources of former naval base Treasure Island available to help fill gaps in the continuum of care for homeless persons and families, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994; and,

WHEREAS, The Authority's purchasing policy and procedures authorize noncompetitive negotiations for contracts in furtherance of the Homeless Assistance Agreement; and,

WHEREAS, Under an arrangement with TIHDI, the Boys & Girls Clubs of San Francisco ("BGCSF") operated a Treasure Island Clubhouse to provide after-school and summer activities for school-aged youth on Treasure Island in furtherance of the Homeless Assistance Agreement ("the "BGCSF Services"); and,

WHEREAS, In 2007, TIHDI, BGCSF and the Authority agreed that the Authority and BGCSF should contract directly for the BGCSF Services; and,

WHEREAS, At its June 10, 2009 meeting, the Authority's Board of Directors approved a Professional Services Agreement with BGCSF for the BGCSF Services for the period from July 1, 2010 through June 30, 2010; and,

WHEREAS, The Authority wishes to have BGCSF continue to provide the BGCSF Services by entering into a new Professional Services Agreement (the "Agreement") under which BGCSF will perform the BGCSF Services as more particularly described in the Agreement for the period from July 1, 2010 through June 30, 2011, in furtherance of the Homeless Assistance Agreement; and,

WHEREAS, BGCSF represents and warrants that it is qualified to perform the services required by the Authority as set forth under the Agreement; and,

WHEREAS, The Authority has negotiated with BGCSF to reach agreement on the scope of work, and budget for the BGCSF Services shown in the Agreement; Now, Therefore Be It

RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations to execute the Agreement, effective July 1, 2010, with BGCSF for an amount not to exceed One Hundred and Thirty Three Thousand Dollars (\$133,000), in substantially the form of the Agreement attached hereto as <a href="Exhibit A: and, be it">Exhibit A: and, be it</a>

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations or her designee to enter into any additions, amendments or other modifications to the Agreement that the Director of Island Operations or her designee determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the Agreement, such determination to be conclusively evidenced by the execution and delivery by the Director of Island Operations or her designee of the documents and any amendments thereto.

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on June 09, 2010.

Helen Nigg, Secretary

# ITEM, EXBIBIT Treasure Island Development Authority One Avenue of the Palms Treasure Island San Francisco, California 94130

# Agreement between the Treasure Island Development Authority and

# Boys & Girls Clubs of San Francisco

This Agreement is made this 1<sup>ST</sup> day of July, 2010, in the City and County of San Francisco, State of California, by and between: the Boys & Girls Clubs of San Francisco, hereinafter referred to as Contractor," and the Treasure Island Development Authority, a nonprofit public benefit corporation hereinafter referred to as the "Authority," acting by and through its Director of Island Operations, hereinafter referred to as the "Director."

#### Recitals

WHEREAS, the Authority wishes to utilize the resources of the former Naval Station Treasure Island to help fill gaps in the continuum of care for homeless persons and families, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994; and,

WHEREAS, the Contractor provides afterschool and summer activities for school aged youth and the Authority wishes to have such services provided on Treasure Island; and,

WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by Authority as set forth under this Contract;

Now, THEREFORE, the parties agree as follows:

# Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

This Agreement is subject to the budget and fiscal provisions of the Charter of the City and County of San Francisco ("City"). Charges will accrue only after prior written authorization certified by the Controller, and the amount of the Authority's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to the Authority at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

Authority has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Authority budget decisions are subject to the discretion of the Mayor, the

Board of Supervisors and the Authority's Board of Directors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

#### 2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from July 1, 2010 to June 30, 2011.

#### 3. Effective Date of Agreement

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

#### 4. Services Contractor Agrees to Perform

The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

#### 5. Compensation

Compensation shall be made in monthly payments on or before the tenth day of each month for work, as set forth in Section 4 of this Agreement, that the Director of Island Operations, in his or her sole discretion, concludes has been performed as of the final day of the immediately preceding month. In no event shall the amount of this Agreement exceed One Hundred and Thirty Three Thousand Dollars and no cents (\$133,000). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Authority as being in accordance with this Agreement. Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall Authority be liable for interest or late charges for any late payments.

#### 6. Guaranteed Maximum Costs

- a. The Authority's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.
- b. Except as may be provided by laws governing emergency procedures, officers and employees of the Authority are not authorized to request, and the Authority is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.
- c. Officers and employees of the Authority are not authorized to offer or promise, nor is the Authority required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

#### 7. Payment; Invoice Format

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by Authority to Contractor shall be subject to audit by the Authority.

Payment shall be made by Authority to Contractor at the address specified in the section entitled "Notices to the Parties."

# 8. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City and/or the Authority for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City and/or the Authority for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City or the Authority if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City or the Authority a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City or the Authority; (c) conspires to defraud the City or the Authority by getting a false claim allowed or paid by the City; or the Authority; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City or the Authority; or (e) is a beneficiary of an inadvertent submission of a false claim to the City or the Authority, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City or Authority within a reasonable time after discovery of the false claim.

# 9. Disallowance - Left blank by agreement of the parties.

#### 10. Taxes

- a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.
- b. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of Authority property for private gain. If such a possessory interest is created, then the following shall apply:
- (1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;
- (2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may

result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the Authority to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

- (3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest, (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.
- (4) Contractor further agrees to provide such other information as may be requested by the Authority to enable the Authority to comply with any reporting requirements for possessory interests that are imposed by applicable law.

#### 11. Payment Does Not Imply Acceptance of Work

The granting of any payment by Authority, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by Authority and in such case must be replaced by Contractor without delay.

# 12. Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with Authority's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at Authority's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

# 13. Responsibility for Equipment

Authority shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by Authority.

# 14. Independent Contractor; Payment of Taxes and Other Expenses

# a. Independent Contractor

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by Authority under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with Authority, nor be entitled to participate in any plans, arrangements, or distributions by Authority pertaining to or in connection with any retirement, health or other benefits that Authority may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all

obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between Authority and Contractor or any agent or employee of Contractor.

Any terms in this Agreement referring to direction from Authority shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. Authority does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

# b. Payment of Taxes and Other Expenses.

Should Authority, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). Authority shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for Authority, upon notification of such fact by Authority, Contractor shall promptly remit such amount due or arrange with Authority to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of Authority. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in Authority's financial liability so that Authority's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

#### 15. Insurance

 a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- (1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- (3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

- b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:
- (1) Name as Additional Insured the US Navy, the Treasure Island Development Authority, and the City and County of San Francisco, their Officers, Agents, and Employees.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Authority and the City for all work performed by the Contractor, its employees, agents and subcontractors.
- d. All policies shall provide thirty (30) days' advance written notice to Authority of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the Authority address in the "Notices to the Parties" section.
- e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the Authority receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the Authority may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- h. Before commencing any operations under this Agreement, Contractor shall furnish to Authority certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to Authority, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
- i. Approval of the insurance by Authority shall not relieve or decrease the liability of Contractor hereunder.

# 16. Indemnification

Contractor shall indemnify and save harmless Authority and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by Authority or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on Authority, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of Authority and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Authority's costs of investigating any claims against the Authority.

In addition to Contractor's obligation to indemnify Authority, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend Authority from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by Authority and continues at all times thereafter.

Contractor shall indemnify and hold Authority harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by Authority, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

#### 17. Incidental and Consequential Damages

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that Authority may have under applicable law.

# 18. Liability of Authority

AUTHORITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL AUTHORITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

# 19. Liquidated Damages

By entering into this Agreement, Contractor agrees that in the event the Services, as provided under Section 4 herein, are delayed beyond the scheduled milestones and timelines as provided in Appendix A, Authority will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of Five Hundred Dollars (\$500) per day for each day of delay beyond scheduled milestones and timelines is not a penalty, but is a reasonable estimate of the loss that Authority will incur based on the delay, established in light of the circumstances existing at

the time this contract was awarded. Authority may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by Authority because of Contractor's failure to deliver to Authority within the time fixed or such extensions of time permitted in writing by the Authority.

#### 20. Default: Remedies

- a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:
- Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:
  - 8. Submitting false claims
  - Taxes
  - Insurance
  - 24. Proprietary or confidential information of City
  - 30. Assignment
  - 37. Drug-free workplace policy,
  - Compliance with laws
  - 55. Supervision of minors
  - 57. Protection of private information
  - 58. Graffiti removal
- (2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from Authority to Contractor.
- (3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy of rol liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.
- (4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.
- b. On and after any Event of Default, Authority shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, Authority shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to Authority on demand all costs and expenses incurred by Authority in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. Authority shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between Authority and Contractor all damages, losses, costs or expenses incurred by Authority as a result

of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

c. All remedies provided for in this Agreement may be exercised individually or in combination than y other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

#### 21. Termination for Convenience

- a. Authority shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. Authority shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.
- b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by Authority and to minimize the liability of Contractor and Authority to third parties as a result of termination. All such actions shall be subject to the prior approval of Authority. Such actions shall include, without limitation:
- (1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by Authority.
- (2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
  - (3) Terminating all existing orders and subcontracts.
- (4) At Authority's direction, assigning to Authority any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, Authority shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (5) Subject to Authority's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (6) Completing performance of any services or work that Authority designates to be completed prior to the date of termination specified by Authority.
- (7) Taking such action as may be necessary, or as the Authority may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which Authority has or may acquire an interest.
- c. Within 30 days after the specified termination date, Contractor shall submit to Authority an invoice, which shall set forth each of the following as a separate line item:
- (1) The reasonable cost to Contractor, without profit, for all services and other work Authority directed Contractor to perform prior to the specified termination date, for which services or work Authority has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work.

Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

- (2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of Authority, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
- (3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the Authority or otherwise disposed of as directed by the Authority.
- (4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to Authority, and any other appropriate credits to Authority against the cost of the services or other work.
- d. In no event shall Authority be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by Authority, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).
- e. In arriving at the amount due to Contractor under this Section, Authority may deduct: (1) all payments previously made by Authority for work or other services covered by Contractor's final invoice; (2) any claim which Authority may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the Authority, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and Authority's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.
- f. Authority's payment obligation under this Section shall survive termination of this Agreement.

# 22. Rights and Duties upon Termination or Expiration

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

- 8. Submitting false claims
- Disallowance
- 10. Taxes
- 11. Payment does not imply acceptance of work
- 13. Responsibility for equipment
- 14. Independent Contractor; Payment of Taxes and Other Expenses
- Insurance
- 16. Indemnification
- 17. Incidental and Consequential Damages

- 18. Liability of City
- 24. Proprietary or confidential information of City
- 26. Ownership of Results
- 27. Works for Hire
- 28. Audit and Inspection of Records
- 48. Modification of Agreement.
- 49. Administrative Remedy for Agreement Interpretation.
- 50. Agreement Made in California; Venue
- Construction
- 52. Entire Agreement
- 56. Severability
- 57. Protection of private information

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to Authority, and deliver in the manner, at the times, and to the extent, if any, directed by Authority, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to Authority. This subsection shall survive termination of this Agreement.

#### 23. Conflict of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the Authority if it becomes aware of any such fact during the term of this Agreement.

# 24. Proprietary or Confidential Information of Authority

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by Authority and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Authority. Contractor agrees that all information disclosed by Authority to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

#### 25. Notices to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To Authority: Treasure Island Development Authority

410 Avenue of the Palms Treasure Island

San Francisco, CA. 94130

Attn: Mirian Saez, Director of Island Operations

Fax: (415) 274-0299

To Contractor:

Boys & Girls Clubs of San Francisco 55 Hawthorne Street, Suite 600 San Francisco, C.A. 94117 Attn: Debra Eberhart, Director of Program Services Fax: (415) 445-5460 Email: deberhart@kidsclub.org

Any notice of default must be sent by registered mail.

#### 26. Ownership of Results

Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to Authority. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

#### 27. Works for Hire

If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the Authority. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the Authority, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the Authority, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

# 28. Audit and Inspection of Records

Contractor agrees to maintain and make available to the Authority, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit Authority to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon Authority by this Section.

# 29. Subcontracting

Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by Authority in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

# 30. Assignment

The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by Authority by written instrument executed and approved in the same manner as this Agreement.

# 31. Non-Waiver of Rights

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

# 32. Earned Income Credit (EIC) Forms

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

- a. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.
- b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the Authority may pursue any rights or remedies available under this Agreement or under applicable law.
- c. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.
- d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

# 33. Local Business Enterprise Utilization; Liquidated Damages

#### a. The LBE Ordinance

Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section.

Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle Authority, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

# b. Compliance and Enforcement

If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code \$14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to Authority upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City or the Authority.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

#### 34. Nondiscrimination; Penalties

#### a. Contractor Shall Not Discriminate

In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

#### b. Subcontracts

Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2

(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's

failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

#### c. Nondiscrimination in Benefits

Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

#### d. Condition to Contract

As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

#### e. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

#### 35. MacBride Principles-Northern Ireland

Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

# 36. Tropical Hardwood and Virgin Redwood Ban

Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

# 37. Drug-Free Workplace Policy

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is

prohibited on City and Authority premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

#### 38. Resource Conservation

Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

# 39. Compliance with Americans with Disabilities Act

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

#### 40. Sunshine Ordinance

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between Authority and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

# 41. Public Access to Meetings and Records

If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the Authority to terminate and/or not renew the Agreement, partially or in its entirety.

# 42. Limitations on Contributions

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, the board of a state agency on which that individual serves, or a board on

which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide Authority the names of each person, entity or committee described above.

# 43. Requiring Minimum Compensation for Covered Employees

- a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.
- b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, Authority may pursue any of the remedies set forth in this Section against Contractor.
- c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.
- d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.
- e. Authority is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor
- f. Contractor's commitment to provide the Minimum Compensation is a material element of the Authority's consideration for this Agreement. The Authority in its sole discretion shall determine whether such a breach has occurred. The Authority and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements.

Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the Authority and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

- g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City and the Authority shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City and the Authority shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City or the Authority.
- h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.
- i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

# 44. Requiring Health Benefits for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

- a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.
- b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3 (e) of the HCAO, it shall have no obligation to comply with part (a) above.
- c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. Authority shall notify Contractor if such a breach has occurred. If, within 30 days after receiving Authority's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City and Authority shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City or Authority.

- d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City and Authority may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City or Authority has first provided Contractor with notice and an opportunity to obtain a cure of the violation.
- e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City or Authority with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.
- f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.
- g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.
  - h. Contractor shall keep itself informed of the current requirements of the HCAO.
- Contractor shall provide reports to the City and Authority in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.
- j. Contractor shall provide City and Authority with access to records pertaining to compliance with HCAO after receiving a written request from Authority to do so and being provided at least ten business days to respond.
- k. Contractor shall allow City and Authority to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.
- City and Authority may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City and/or Authority when it conducts such audits.
- m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City or Authority to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City or Authority to be equal to or greater than \$75,000 in the fiscal year.

# 45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

# b. First Source Hiring Agreement

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

- (1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.
- (2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.
- (3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.
- (4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting

compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

- (5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.
  - (6) Set the term of the requirements.
- (7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.
- (8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.
- (9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

# c. Hiring Decisions

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

# d. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

# e. Liquidated Damages

Contractor agrees:

- (1) To be liable to the City and/or the Authority for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- (3) That the contractor's commitment to comply with this Chapter is a material element of the Authority's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the Authority, City and the public which is significant and substantial but extremely difficult to quantity; that the harm to the Authority and City includes not only the financial cost of funding public assistance programs but also the insidious but

impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the Authority and City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

- (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City and Authority suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
- A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
- B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City and/or the Authority by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law.

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

#### f. Subcontracts

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

# 46. Prohibition on Political Activity with City Funds

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City and the Authority may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City or Authority contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

# 47. Preservative-treated Wood Containing Arsenic

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

#### 48. Modification of Agreement

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement Contractor shall cooperate with Department to submit to the Director of HRC any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

# 49. Administrative Remedy for Agreement Interpretation

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

# 50. Agreement Made in California; Venue

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

# 51. Construction

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

# 52. Entire Agreement

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

# 53. Compliance with Laws

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

# 54. Services Provided by Attorneys

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

# 55. Supervision of Minors - Left blank by agreement of the parties.

# 56. Severability

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

#### 57. Protection of Private Information

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contactor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

# 58. Graffiti Removal

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's and Authority's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti

results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized apent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Plunning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

# 59. Food Service Waste Reduction Requirements

Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that Authority will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by the Authority because of Contractor's failure to comply with this provision.

# 60. Slavery Era Disclosure - Left blank by agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

TREASURE ISLAND DEVELOPMENT AUTHORITY	CONTRACTOR	
	BOYS & GIRLS CLUBS OF SAN FRANCISCO, a California nonprofit corporation	
By:	By signing this Agreement, I certify that I comply with the requirements of the Minimum	
Mirian Saez, Director of Island Operations	Compensation Ordinance, which entitle Covered	
Treasure Island	Employees to certain minimum hourly wages and compensated and uncompensated time off.	
Approved as to Form:	I have read and understood paragraph 35, the City's statement urging companies doing business in	
Approved as to Form.	Northern Ireland to move towards resolving	
Dennis J. Herrera	employment inequities, encouraging compliance	
City Attorney	with the MacBride Principles, and urging San Francisco companies to do business with	
	corporations that abide by the MacBride Principles.	
Ву:		
Deputy City Attorney	Del Complie Buridant & CDO Bure & Cital	
	Rob Connolly, President & CPO, Boys & Girls Clubs of San Francisco	
	City vendor number: 51465	

# Appendices

A: Services to be provided by Contractor

B: Calculation of Charges

# Appendix A Services to be provided by Contractor

# 1. Description of Services

Much programming is around life-skills and staff consistently helps members understand healthy choices as they explore new activities, find areas of interest, set and reach individual goals. Virtues of caring, responsibility, respect, kindness, acceptance, commitment, service, honesty are expected of all youth and are evident everywhere in the Clubs. Core Program areas offer youth a wide range of activities and services to support their lives: daily homework completion and academic tutoring; literacy, math and science enhancement programs; financial literacy; community service and leadership clubs; sports instruction; inter-city sports leagues; nontraditional fitness activities; fine arts and crafts; age and gender specific health and life skills programs; social recreation and games; and technology.

A significant number of Club members struggle with multiple risk factors and need more assistance than our basic programming can provide. Behavioral Health Services has been piloted at two Clubs for three years. We will provide at least one part-time post-Masters Behavioral Health Specialist to serve children and youth at our Treasure Island Club.

# Specific Services at the Treasure Island Boys & Girls Club are:

- Daily educational support services.
- 2) Daily fitness, health and life skills activities.
- Offer site-based youth development education support at Spring Valley and Flynn Schools (two schools where many of our Treasure Island members are bused).
- 4) Honoring our members in education accomplishments with mid-year and end-of-year ceremonies.
- 5) Provide tutors to work with youth twice a week each semester; this will take place in nine-week sessions; over the course of the year. Our young people will participate in 9-week tutoring sessions with an emphasis on increasing reading and literacy levels.
- Provide part-time Behavioral Health Specialist position to address youth facing multiple risk factors.
- 7) Education Coordinator and tutors will provide high end summer educational programs in lieu of Project Discover. Encourage participation in SMART Moves, our small group program that promotes resiliency and healthy decision-making.
- 8) Offer basketball clinics at the TI Gym.
- 9) Provide hands-on nutrition instruction for young people.
- 10) Offer Career Launch, a career and college exploration curriculum.
- 11) Send Treasure Island members to our residential summer camp, Camp Mendocino.
- 12) Provide an environmental education program. The summer environmental program will end with an Environmental Education Party at Ocean Beach with a beach clean-up and picnic.
- 13) Partner with the Treasure Island Sailing Center to provide Sailing Camp for Treasure Island members in summer months, culminating in Sailing Fun Days on Tuesdays.
- 14) Offer the Learn to Swim program at our Ernest Ingold Clubhouse located in the Western Addition, culminating in a swim party.
- 15) Hold an Insect Discovery Lab at the TI Community Center.
- 16) Our Teen Director will facilitate the Teen's Keystone Club, our teen leadership club that works on Community Service Projects and Fundraising Projects to attend regional and national conferences as well as Career Launch, a career exploration and job readiness program, and College Prep Workshops.

# 2. Reports

Contractor shall submit written reports on a Quarterly basis to the Treasure Island Development Authority.

Format for the content of such reports shall be determined by the Treasure Island Development Authority. The timely submission of all reports is a necessary and material term and condition of this Agreement.

The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

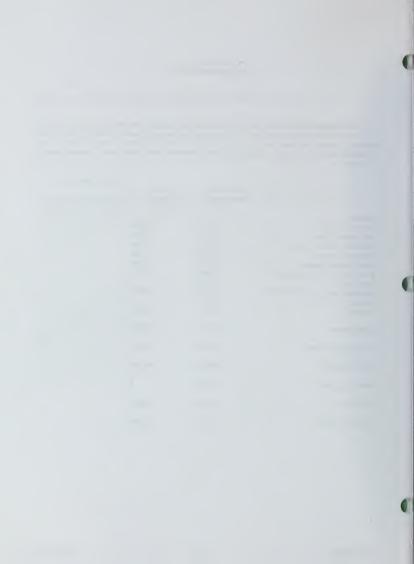
### 3. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the Treasure Island Development Authority will be Director of Island Operations.

# Appendix B Calculation of Charges

Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement as the Director of Island Operations, in her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed One Hundred and Thirty Three Thousand Dollars (\$133,000).

	Projected for 2010-2011	TIDA Funding
Salaries Clubhouse Director Program Manager Health & Fitness Coordinator (PT) Education Director Teen Services Director Social Recreation Coordinator (PT) Teen Staff Behavioral Health Specialist (50%) Custodian (PT)	56,760 43,344 22,400 41,280 39,218 21,000 2,106 24,250 12,336	6,000 12,000 10,000 26,500 7,000 14,000 0
Tutors (3)	15,225	15,000
Total Salaries	277,919	102,500
Taxes/Benefits (26%)	71,313	25,500
Total Personnel	349,232	128,000
Other Expenses	51,744	0
Indirect Costs	118,000	5,000
TOTAL Expenses	518,976	133,000



# Boys & Girls Clubs of San Francisco Treasure Island Clubhouse 2009-2010 Treasure Island Accomplishments

# ITEM 6C, EXHIBIT B

With an allocation of \$140,000 provided by TIDA, we were able to accomplish the following:

Our daily education support services included Power Hour, with over 290 Club kids participating. We struggled to find help with tutoring this year, but were still able to provide 60 of our youth with tutoring assistance this school year. Over half of those were in high school. We just concluded our academic case management program, Achievement Matters Program, and several of our youth received awards for good character and community engagement as well as their increased engagement in school. This year we added additional academic programs to replace Project Discover. In addition to our usual programs, Think Tank, our literacy tutoring program; Kidzlit and Kidzmath, we ran Space Explorers, Science Explorers, Everybody's Body, and Art History.

Daily fitness, health and life skills activities were provided through a variety of individuals including our Citywide Health and Fitness Director, and our Athletic Coordinator. As we are the only structured school aged program on the Island it is important to address and incorporate healthy lifestyle choices in our program. We tried new innovative physical fitness programming as well as teaching our youth important tools to be successful. Activities conducted included Instant Recess, HYPE (Healthy Youth Promoting Exercise), as well as various other activities such as Cavity Free Zone, Rethink Your Drink, Soda Free Summer, Snackademic, Learn to Swim, Sailing, Jr. Giants, Basketball, Football and Gaelic Football leagues, volleyball programs and other gym activities. Our TI members were the first African Amercian children to participate in the International Gaelic Football Association Competition held here on Treasure Island last summer. Over 3,000 youth competed in this tournament. Because of the collaboration with the GFA, our children were exposed to this amazing cultural event. Our Torch Club's project this year is to promote "green" practices in the Clubhouse. We are continuing to run our composting program and are developing other green practices.

Our site-based youth development education support at Francisco Middle School and Flynn Schools included literacy games, math games, basic skill exercises/games. At Flynn our Education Director attended twice weekly to offer programs such as Kidzlit, Book Club, Science Explorers. At Francisco Middle School our Teen Director worked with the principal to develop an MOU to run a Torch Club on campus. Both principals were invited to parent meetings and our Youth of the Year Celebration, and the principal of Flynn attended. Our youth of the year candidate had a 4.0 GPA and participated in our Citywide Youth of the Year Program.

We held mid-year and end-of the year ceremonies for our Achievement Matters participants as well as mini-camps (where we recognized our participants) throughout the year for Think Tank and a graduation ceremony for Think Tank. In addition, we added a Citywide Achievement Matters and Graduation ceremony for all of our 9 Clubhouses. This provided an additional opportunity for our kids to be recognized for their accomplishments.

Through Think Tank we provided tutors to work with youth three times a week/three groups per day. Through volunteers and creative staffing, we were able to offer three separate 9-week tutoring sessions with an emphasis on increasing reading and literacy levels. Approximately 60 students participated in these programs.

# Boys & Girls Clubs of San Francisco Treasure Island Clubhouse 2009-2010 Treasure Island Accomplishments

Our part-time Behavioral Health Specialist (BHS) is an LCSW. She supports the Clubhouse Director with school visits and various behavioral issues at the clubhouse. This year our BHS was able to participate in some of our member's IEP meetings. She has helped us work with our youth to address multiple risk factors. In turn, this has had a positive impact on our youth and their families, the clubhouse and the community.

We ran First Step, a violence prevention program and Passport to Manhood each for one quarter. In June we are beginning an evidence based program, "WhyTry" that promotes resiliency and healthy decision-making. The groups are run in a small group setting and are co-facilitated by our Teen Director and Behavioral Health Specialist.

Our Athletics Coordinator offered basketball clinics, baseball clinics and fun playtime at the TI Gym (YMCA provides us with ongoing facility support in this effort). The collaboration between the TI Clubhouse and YMCA allowed us to participate in community wide events and holiday celebration such as Easter Egg Hunt, Latino Heritage celebration and Halloween celebration. Once this year we also offered a citywide basketball clinic.

We provided hands-on nutrition instruction for our youth through formal nutrition programs run twice a year by our Citywide Health and Fitness Director as well as informal nutrition programs such as a healthy cooking class once a week. The Good Food Garden, which we began last year, has provided a hands-on learning experience for our members in the area of organic gardening. The herbs and vegetables harvested from the garden were used in the healthy cooking class. In April our members cleaned the garden and readied it for this year's crop, which we just finished planting.

We sent more than 35 of our members to our residential summer camp, Camp Mendocino. A few of our youth were also able to work at Camp Mendocino in our Leaders in Training Program. These youth spent the entire summer at Camp Mendocino learning a variety of new skills and winning awards for their accomplishments.

We provided an environmental education program called Environmaniacs. This program included a citywide environmental education celebration on TI. The youth were involved in a TI beach visit/clean-up. At this activity the youth received food, awards and recognition for their participation. One of their activities included creating environmental superheroes and creating comic books about these superheroes.

We partnered with the TI Sailing Center to provide Sailing Camp for ten TI members in summer months culminating with Sailing Fun Days on Tuesdays during the summer. In addition, several members participated during the school year.

Twelve of our members participated in the Learn to Swim program at our EI Clubhouse located in the Western Addition culminating in a swim party.

We partnered with San Francisco Public Library (Bookmobile) to provide hands-on Insect Discovery workshops for our members. In these workshops our members learned about and touched/held insects.

# Boys & Girls Clubs of San Francisco Treasure Island Clubhouse 2009-2010 Treasure Island Accomplishments

Our full-time Teen Director worked collaboratively with our Education Director to facilitate the Teens Keystone Club, and worked with business students from USF to put together a business plan to sell food for keystone expenses and fundraise for the Keystone Conference. As a result, two of our teens attended the Regional Keystone Conference. We also offered Career Launch, a career and college exploration curriculum through our Make It Happen program as well as our Education, Career and Achievement Program, Money Matters and formal mentorship. We also offered Career Development workshops. Our teens were offered two career exposure field trips where they visited the Gap and YouTube.







# AGENDA ITEM 6D Treasure Island Development Authority City and County of San Francisco Meeting of June 09, 2010

Subject: Resolution Authorizing the Director of Island Operations to Execute a Professional

Services Agreement with Toolworks, Inc., to Provide Janitorial Services Commencing July 1, 2010 and Expiring on June 30, 2011 in an amount not to

exceed \$102,600 (Consent Item)

Contact: Mirian Saez, Director of Island Operations

Phone: (415) 274-0660

#### BACKGROUND

Toolworks, Inc. ("Toolworks"), a California nonprofit public benefit corporation and a member organization of the Treasure Island Homeless Development Initiative ("TIHIDI"), provides training and employment development services that increase economic opportunities for economically-disadvantaged people with disabilities. Most of Toolworks' trainees are homeless. Trainees are recruited through the TIHIDI Job Broker Program and through the Homeless Employment Collaborative. One of Toolworks' programs is contractual janitorial services. The Treasure Island Development Authority ("Authority") Purchasing Policy and Procedures authorize non-competitive negotiations for contracts that are in furtherance of the Homeless Assistance Agreement between the Authority and TIHIDI. Therefore, the janitorial services contract with Toolworks has been awarded on a non-competitive negotiated basis.

Toolworks has developed a specific training program for Treasure Island. Toolworks has one fulltime supervisor dedicated to Treasure Island. This person trains and supervises the work of four trainees who work up to five hours a day, five days a week for 10 weeks. The trainees are then assisted in finding fulltime janitorial jobs. Toolworks gives priority placement in this program to Treasure Island residents.

Under the proposed contract, Toolworks will provide janitorial services to the Building 146 (Deli) Lavatory, the Project Office and all Administration Building occupants, except the US Navy and the San Francisco Police Department. This is a "full service" contract, meaning Toolworks provides janitorial services as well as paper products, cleaning supplies and equipment. Routine services are for five days a week for an amount not to exceed Nine Thousand Dollars (\$8,550) per month or One Hundred Two Thousand and Six Hundred Dollars (\$102,600) for the period from July 1, 2010 through June 30, 2011. Toolworks anticipates that wages may be affected by the Minimum Compensation Ordinance during the term of this contract. In such an event, Staff will work with Toolworks to adjust the level of services provided to the Authority.

# BUDGET IMPACT

The Toolworks budget for FY 2009-2010 was \$108,000. The events venues have been deleted from the Toolworks scope of services because the venues have been subleased and are no longer the responsibility of the Authority. As a result of the Authority's decline in revenues due to the economic downturn, the proposed contract reduces the FY 2010-2011amount to \$102,600 which represents a \$5,400 or 5% decrease from last year's budget.

#### RECOMMENDATION

Staff recommends approval of the contract for janitorial services with Toolworks from July 1, 2010 through June 30, 2011 for an amount not to exceed \$102,600.

# **EXHIBITS**

A: Professional Services Agreement between the Treasure Island Development Authority and Toolworks, Inc.

Prepared by Frishtah Afifi, Project Administrator For Mirian Saez, Director of Island Operations Resolution authorizing the Director of Island Operations to execute a Professional Services Agreement with Toolworks, Inc., to provide janitorial services commencing July 1, 2010 and expiring on June 30, 2011 in an amount not to exceed \$102,600.

WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America ("the Federal Government"); and,

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997 (the "Act"), which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968, the California Legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to the Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

WHEREAS, On February 6, 1998, the Board of Supervisors adopted Resolution No. 43-98 approving the designation of the Authority as a redevelopment agency for Treasure Island and Yerba Buena Island; and,

WHEREAS, The Authority has negotiated and endorsed a proposed Base Closure
Homeless Assistance Agreement and Option to Lease Real Property (the "Homeless
Assistance Agreement") with the Treasure Island Homeless Development Initiative ("TIHDI"),
a consortium of California nonprofit corporations organized to utilize the resources of the Base
to help fill gaps in the continuum of care for homeless persons and families, pursuant to the
Base Closure Community Redevelopment and Homeless Assistance Act of 1994; and,

WHEREAS, The Authority wishes to support TIHDI pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994; and,

WHEREAS, Toolworks, Inc. is a California nonprofit corporation and a member organization of TIHDI, and Toolworks, Inc. has represented and warranted that it is qualified to perform the janitorial and other building maintenance services required by the Authority as set forth under the proposed contract; and,

WHEREAS, The Authority's purchasing policy and procedures authorize noncompetitive negotiations for contracts in furtherance of the Homeless Assistance Agreement; and,

WHEREAS, Since September 1, 2004, the Authority has contracted with Toolworks, Inc. for janitorial and other building maintenance services on the former Base, and the current contract expires June 30, 2010; and,

WHEREAS, The Authority has negotiated with Toolworks, Inc. to reach agreement on the terms of a new Professional Services Agreement (the "Agreement") in an amount not to

exceed One Hundred and Two Thousand and Six Hundred Dollars (\$102,600), which (i) describes the scope of work for the services shown in Appendix B-1 of the Agreement, and (ii) establishes the term of the Agreement for a period of 12 months commencing July 1, 2010 and expiring on June 30, 2011; now, therefore be it

RESOLVED, That the Authority hereby authorizes the Director of Island Operations or her designee to execute the Agreement with Toolworks effective July 1, 2010, for an amount not to exceed One Hundred and Two Thousand and Six Hundred Dollars (\$102,600) (\$102,600), in substantially the form attached hereto as Exhibit A; and be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations or her designee to enter into any additions, amendments or other modifications to the Agreement that the Director of Island Operations or her designee determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the Agreement, such determination to be conclusively evidenced by the execution and delivery by the Director of Island Operations or her designee of the documents and any amendments thereto.

# CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on June 09, 2010.

Helen Nigg, Secretary



# ITEM Treasure Island Development Authority One Avenue of the Palms Treasure Island San Francisco, California 94130

# Agreement between the Treasure Island Development Authority and

#### TOOLWORKS, INC.

This Agreement is made this 1<sup>ST</sup> day of July, 2010, in the City and County of San Francisco, State of California, by and between Toolworks, Inc., a California nonprofit public benefit corporation, hereinafter referred to as "Contractor," and the Treasure Island Development Authority, a nonprofit public benefit corporation hereinafter referred to as the "Authority," acting by and through its Director of Island Operations, hereinafter referred to as the "Director."

#### Recitals

WHEREAS, the Authority wishes to utilize the resources of the former Naval Station Treasure Island to help fill gaps in the continuum of care for homeless persons and families, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994; and

WHEREAS, the Authority wishes to procure janitorial services at Naval Station Treasure Island: and.

WHEREAS, Janitorial and other building maintenance services are identified in the Homeless Component of the Treasure Island Reuse Plan as one of the economic development opportunities available to assist homeless and other economically disadvantaged San Franciscans; and.

WHEREAS, The Authority's Purchasing Policy and Procedures authorize non-competitive negotiations for contracts that are in furtherance of the Homeless Assistance Agreement between the Authority and the Treasure Island Homeless Development Initiative ("TIHDI") including any TIHDI member organizations for contracts for economic development opportunities identified in the Reuse Plan; and,

WHEREAS, Contractor, a member organization of TIHDI, provides janitorial services that increase economic opportunities for economically-disadvantaged people and people with disabilities; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by Authority as set forth under this Contract;

Now, THEREFORE, the parties agree as follows:

# 1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

This Agreement is subject to the budget and fiscal provisions of the Charter of the City and County of San Francisco ("City"). Charges will accrue only after prior written authorization certified by the Controller, and the amount of the Authority's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to the Authority at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

Authority has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Authority budget decisions are subject to the discretion of the Mayor, the Board of Supervisors and the Authority's Board of Directors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

#### 2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from July 1, 2010 to June 30, 2011.

# 3. Effective Date of Agreement

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

# 4. Services Contractor Agrees to Perform

The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

# 5. Compensation

Compensation shall be made in monthly payments on or before the tenth day of each month for work, as set forth in Section 4 of this Agreement, that the Director of Island Operations, in his or the sole discretion, concludes has been performed as of the final day of the immediately preceding month. In no event shall the amount of this Agreement exceed One Hundred and Two Thousand Six Hundred Dollars and no cents (\$102,600). The breakdown of costs associated with this Agreement appears in Appendix B, "General Services & Budget," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Authority as being in accordance with this Agreement. Authority may withhold

payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall Authority be liable for interest or late charges for any late payments.

#### 6. Guaranteed Maximum Costs

- a. The Authority's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.
- b. Except as may be provided by laws governing emergency procedures, officers and employees of the Authority are not authorized to request, and the Authority is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.
- c. Officers and employees of the Authority are not authorized to offer or promise, nor is the Authority required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.
- d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

# 7. Payment; Invoice Format

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by Authority to Contractor shall be subject to audit by the Authority.

Payment shall be made by Authority to Contractor at the address specified in the section entitled "Notices to the Parties."

# 8. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City and/or the Authority for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City and/or the Authority for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City or the Authority if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City or the Authority a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City or the Authority; (c) conspires to defraud the City or the Authority by getting a false claim allowed or paid by the City; or the Authority; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City or the Authority; or (e) is a beneficiary of an inadvertent submission of a false claim to the City or the Authority, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City or Authority within a reasonable time after discovery of the false claim.

#### 9. Disallowance - Left blank by agreement of the parties

#### 10. Taxes

- Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.
- b. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of Authority property for private gain. If such a possessory interest is created, then the following shall apply:
- Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;
- (2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the Authority to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.
- (3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.
- (4) Contractor further agrees to provide such other information as may be requested by the Authority to enable the Authority to comply with any reporting requirements for possessory interests that are imposed by applicable law.

# 11. Payment Does Not Imply Acceptance of Work

The granting of any payment by Authority, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by Authority and in such case must be replaced by Contractor without delay.

#### 12. Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with Authority's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at Authority's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

#### 13. Responsibility for Equipment

Authority shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by Authority.

#### 14. Independent Contractor; Payment of Taxes and Other Expenses

#### a. Independent Contractor

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by Authority under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with Authority, nor be entitled to participate in any plans, arrangements, or distributions by Authority pertaining to or in connection with any retirement, health or other benefits that Authority may offer its employees Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between Authority and Contractor or any agent or employee of Contractor.

Any terms in this Agreement referring to direction from Authority shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. Authority does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

# b. Payment of Taxes and Other Expenses.

Should Authority, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). Authority shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for Authority, upon notification of such fact by Authority, Contractor shall promptly remit such amount due or arrange with Authority to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of Authority. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in Authority's financial liability so that Authority's total

expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

#### 15. Insurance

- a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:
- (1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- (3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:
- (1) Name as Additional Insured the US Navy, the Treasure Island Development Authority, and the City and County of San Francisco, their Officers, Agents, and Employees.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Authority and the City for all work performed by the Contractor, its employees, agents and subcontractors.
- d. All policies shall provide thirty (30) days' advance written notice to City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the Authority address in the "Notices to the Parties" section.
- e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in

such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

- g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the Authority receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the Authority may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
- i. Approval of the insurance by Authority shall not relieve or decrease the liability of Contractor hereunder.

#### 16. Indemnification

Contractor shall indemnify and save harmless Authority and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by Authority or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on Authority, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of Authority and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Authority's costs of investigating any claims against the Authority.

In addition to Contractor's obligation to indemnify Authority, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend Authority from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by Authority and continues at all times thereafter.

Contractor shall indemnify and hold Authority harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by Authority, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

#### 17. Incidental and Consequential Damages

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that Authority may have under applicable law.

# 18. Liability of Authority

AUTHORITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL AUTHORITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

# 19. Liquidated Damages

By entering into this Agreement, Contractor agrees that in the event the Services, as provided under Section 4 herein, are delayed beyond the scheduled milestones and timelines as provided in Appendix A, Authority will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of Five Hundred Dollars (\$500) per day for each day of delay beyond scheduled milestones and timelines is not a penalty, but is a reasonable estimate of the loss that Authority will incur based on the delay, established in light of the circumstances existing at the time this contract was awarded. Authority may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by Authority because of Contractor's failure to deliver to Authority within the time fixed or such extensions of time permitted in writing by the Authority.

#### 20. Default: Remedies

- a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:
- (1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:
- 8. Submitting false claims
- Taxes
- Insurance
- 24. Proprietary or confidential information of City
- 30. Assignment
- 37. Drug-free workplace policy,
- 53. Compliance with laws
- Supervision of minors
- 57. Protection of private information
- 58. Graffiti removal
- (2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from Civ to Contractor.

- (3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.
- (4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.
- b. On and after any Event of Default, Authority shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, Authority shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to Authority on demand all costs and expenses incurred by Authority in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. Authority shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between Authority and Contractor all damages, losses, costs or expenses incurred by Authority as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.
- c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

#### 21. Termination for Convenience

- a. Authority shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. Authority shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.
- b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by Authority and to minimize the liability of Contractor and Authority to third parties as a result of termination. All such actions shall be subject to the prior approval of Authority. Such actions shall include, without limitation:
- (1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by Authority.
- (2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
  - Terminating all existing orders and subcontracts.

- (4) At Authority's direction, assigning to Authority any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, Authority shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (5) Subject to Authority's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (6) Completing performance of any services or work that Authority designates to be completed prior to the date of termination specified by Authority.
- (7) Taking such action as may be necessary, or as the Authority may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which Authority has or may acquire an interest.
- c. Within 30 days after the specified termination date, Contractor shall submit to Authority an invoice, which shall set forth each of the following as a separate line item:
- (1) The reasonable cost to Contractor, without profit, for all services and other work Authority directed Contractor to perform prior to the specified termination date, for which services or work Authority has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.
- (2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of Authority, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
- (3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the Authority or otherwise disposed of as directed by the Authority.
- (4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to Authority, and any other appropriate credits to Authority against the cost of the services or other work.
- d. In no event shall Authority be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by Authority, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).
- e. In arriving at the amount due to Contractor under this Section, Authority may deduct: (1) all payments previously made by Authority for work or other services covered by Contractor's final invoice; (2) any claim which Authority may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the Authority, the cost of any service or

other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and Authority's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. Authority's payment obligation under this Section shall survive termination of this Agreement.

# 22. Rights and Duties upon Termination or Expiration

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

- 8. Submitting false claims
- 9. Disallowance
- Taxes
- 11. Payment does not imply acceptance of work
- 13. Responsibility for equipment
- 14. Independent Contractor; Payment of Taxes and Other Expenses
- 15. Insurance
- 16. Indemnification
- 17. Incidental and Consequential Damages
- 18. Liability of City
- 24. Proprietary or confidential information of City
- 26. Ownership of Results
- 27. Works for Hire
- 28. Audit and Inspection of Records
- 48. Modification of Agreement.
- 49. Administrative Remedy for Agreement Interpretation.
- 50. Agreement Made in California; Venue
- Construction
- 52. Entire Agreement
- 56. Severability
- 57. Protection of private information

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to Authority, and deliver in the manner, at the times, and to the extent, if any, directed by Authority, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to Authority. This subsection shall survive termination of this Agreement.

# 23. Conflict of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

# 24. Proprietary or Confidential Information of Authority

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by Authority and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Authority. Contractor agrees that all information disclosed by Authority to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

#### 25. Notices to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City: Treasure Island Development Authority

One Avenue of the Palms

Treasure Island San Francisco, CA, 94130

Attn: Mirian Saez, Director of Island Operations

Fax: (415) 274-0299

To Contractor: Toolworks, Inc.

25 Kearny Street, Suite 400 San Francisco, CA. 94108

Attn: Steven Crabiel, Executive Director

FAX (415)733-0991

Any notice of default must be sent by registered mail.

#### 26. Ownership of Results

Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to Authority. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

#### 27. Works for Hire

If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the Authority. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law. Contractor hereby assigns all copyrights to such works to the Authority, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the

Authority, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

# 28. Audit and Inspection of Records

Contractor agrees to maintain and make available to the Authority, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit Authority to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon Authority by this Section.

#### 29. Subcontracting

Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by Authority in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

# Assignment

The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by Authority by written instrument executed and approved in the same manner as this Agreement.

# 31. Non-Waiver of Rights

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

# 32. Earned Income Credit (EIC) Forms

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

- a. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.
- b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after

Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.

- c. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.
- d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

# 33. Local Business Enterprise Utilization; Liquidated Damages

#### a. The LBE Ordinance

Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle Authority, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

# b. Compliance and Enforcement

#### (1) Enforcement

If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to Authority upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City or the Authority.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

#### 34. Nondiscrimination: Penalties

#### a. Contractor Shall Not Discriminate

In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

#### b. Subcontracts

Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

#### c. Nondiscrimination in Benefits

Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

#### d. Condition to Contract

As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

# e. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the

San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

# 35. MacBride Principles-Northern Ireland

Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

# 36. Tropical Hardwood and Virgin Redwood Ban

Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

### 37. Drug-Free Workplace Policy

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

#### 38. Resource Conservation

Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

#### 39. Compliance with Americans with Disabilities Act

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

# 40. Sunshine Ordinance

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between Authority and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that

person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

# 41. Public Access to Meetings and Records

If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the Authority to terminate and/or not renew the Agreement, partially or in its entirety.

#### 42. Limitations on Contributions

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, the board of a state agency on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide Authority the names of each person, entity or committee described above.

# 43. Requiring Minimum Compensation for Covered Employees

- a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.
- b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The

minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, Authority may pursue any of the remedies set forth in this Section against Contractor.

- c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.
- d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.
- e. Authority is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor
- f. Contractor's commitment to provide the Minimum Compensation is a material element of the Authority consideration for this Agreement. The Authority in its sole discretion shall determine whether such a breach has occurred. The Authority and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the Authority and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.
- g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City and the Authority shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City and the Authority shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City or the Authority.
- h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.
- i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

#### 44. Requiring Health Benefits for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12O.

- a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.
- b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.
- c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. Authority shall notify Contractor if such a breach has occurred. If, within 30 days after receiving Authority's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City and Authority shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City or Authority.
- d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City and Authority may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City or Authority has first provided Contractor with notice and an opportunity to obtain a cure of the violation.
- e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City or Authority with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.
- f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.
- g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.
  - h. Contractor shall keep itself informed of the current requirements of the HCAO.

- Contractor shall provide reports to the City and Authority in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtemants, as applicable.
- j. Contractor shall provide City and Authority with access to records pertaining to compliance with HCAO after receiving a written request from Authority to do so and being provided at least ten business days to respond.
- k. Contractor's shall allow City and Authority to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.
- 1. City and Authority may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City and/or Authority when it conducts such audits.
- m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City or Authority to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City or Authority to be equal to or greater than \$75,000 in the fiscal year.

# 45. First Source Hiring Program

#### a. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

# b. First Source Hiring Agreement

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

- (1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.
- (2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified

economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

- (3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.
- (4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.
- (5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.
  - (6) Set the term of the requirements.
  - (7) Set appropriate enforcement and sanctioning standards consistent with this

Chapter.

- (8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.
- (9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

# c. Hiring Decisions

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

#### d. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

#### e. Liquidated Damages

Contractor agrees:

- (1) To be liable to the City and/or the Authority for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- (3) That the contractor's commitment to comply with this Chapter is a material element of the Authority's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the Authority, City and the public which is significant and substantial but extremely difficult to quantity; that the harm to the Authority and City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the Authority and City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City and Authority suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
- A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
- B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City and/or the Authority by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

#### f. Subcontracts

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

#### 46. Prohibition on Political Activity with City Funds

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City and the Authority may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City or Authority contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

#### 47. Preservative-treated Wood Containing Arsenic

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment Evetion 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

#### 48. Modification of Agreement

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of HRC any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

#### 49. Administrative Remedy for Agreement Interpretation

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

# 50. Agreement Made in California; Venue

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of Califonia. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

#### 51. Construction

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

# 52. Entire Agreement

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

#### 53. Compliance with Laws

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

# 54. Services Provided by Attorneys

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

#### 55. Supervision of Minors - Left blank by agreement of the parties

# 56. Severability

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be

enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

#### 57. Protection of Private Information

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contactor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

#### 58. Graffiti Removal

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

#### 59. Food Service Waste Reduction Requirements

Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the

remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

60. Slavery Era Disclosure - Left blank by agreement of the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

# TREASURE ISLAND DEVELOPMENT AUTHORITY

# CONTRACTOR

#### TOOLWORKS, INC.

By:

Mirian Saez, Director of Island Operations Treasure Island

Approved as to Form:

Dennis J. Herrera City Attorney

By:

Deputy City Attorney

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

STEVEN CRABIEL, EXECUTIVE DIRECTOR, 25 KEARNY STREET, SUITE 400 SAN FRANCISCO, CA 94108 FEIN 94-2493384

PHONE – (415) 733-0330 FAX (415)733-0991

City vendor number: 46565

#### Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges

#### Appendix B

# Calculation of Charges

For an amount not to exceed \$8,550 per month, or \$102,600 for the period from

July 1, 2010 through June 30, 2011, Contractor will provide:

- · Routine janitorial services as defined in the Scope of Work
- · Cleaning equipment, materials and supplies
- · Soap, toilet paper, hand towels, seat covers for all restrooms and kitchens in all venues
- Uniform soap and paper goods dispensers for all restrooms and kitchens in all venues
- Transport of equipment and personnel

# Appendix A Services to be provided by Contractor

#### 1. Description of Services

# TREASURE ISLAND DEVELOPMENT AUITHORITY

Toolworks Scope of Work

Site: Administration Building at One Avenue of the Palms, San Francisco, CA

Lavatory - Building 146 (the Deli)

Contact: Mo Maguid (415)810-2612 voice

(415)733-0991 fax mmaguid@toolworks.org

Steven Crabiel (415)733-0990 voice (415)733-0991 fax

(415)733-0991 fax scrabiel@toolworks.org

Hours of Operation: Monday through Friday, between the hours of 7 a.m. - 12 p.m.

Keys: Project Manager and Program Coordinator have keys to the office and the file cabinet. All other keys are locked in the Toolworks office cabinet. Keys

include:

· Paper towel dispensers

Toilet paper dispensers

Administration Building: Building Master Key

• Deli Lavatory

Under the supervision of the Project Manager (Mike Oxley) – routine work is performed by a crew between the hours of 7 a.m. – 12 p.m. daily, Monday through Friday, with the exception of holidays, as observed by the City and County of San Francisco.

#### DAILY TASKS

(Subject to change with prior notice)

# First Floor, currently occupied spaces

# Duties

Trach

Collect trash from small cans into one large clean bag

Replace trash liners as necessary

Dust furniture and horizontal surfaces below 72 inches

Vacuum 3 times per week

#### First Floor Restrooms

# Women's Restroom

Sweep and damp mop floor

Clean sink and counter with general purpose cleaner

Clean mirror with glass cleaner

Disinfect toilets

Periodically check to see that all toilets are functioning properly. If clogged, use plunger or inform Project Manager for serious problems

Restock toilet paper and paper towels

Spot clean walls

Report all incidents of leaks or obvious maintenance issues to management

#### Men's Restroom

Sweep and damp mop floor

Clean sink with general purpose cleaner

Clean mirror with glass cleaner

Clean urinals and toilets with cleanser and disinfectant

Periodically check to see that all toilets are functioning properly. If clogged, use plunger or inform Project Manager for serious problems

Restock toilet paper and paper towels

Spot clean walls

Report all incidents of leaks or obvious maintenance issues to management

#### Second Floor

Treasure Island Development Authority Offices Room 201 (Wine Valley Catering) Admiral's Suite

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Trash
Collect trash from small cans into one large clean bag
Replace trash liners as necessary
Empty recycling containers into appropriate recycling bin

Vacuum daily

Dust furniture and horizontal surfaces below 72 inches

#### Second Floor Restrooms

Sweep and damp mop floor
Clean sink and counter with general purpose cleaner
Clean mirro with glass cleaner
Disinfect toilets
Periodically check to see that all toilets are function properly. If clogged, use plunger or inform Project
Manager for serious problems
Restock toilet paper and paper towels
Spot clean walls
Report all incidents of leaks or obvious maintenance issues to management

#### Third Floor, currently occupied spaces

Collect trash from small cans into one large clean bag Replace trash liners as necessary Emply recycling containers into appropriate recycling bin Vacuum 3 times per week Dust furniture and borizontal surfaces below 72 inches

# Miscellaneous daily service

Police Administration Building for debris and trash.

#### Per Special Request (in writing to Toolworks' Director of Janitorial Services)

Nimitz House: Perform janitorial services as requested/directed by TIDA. As time permits, may include any combination of the following:

Sweep and damp mop floor
Wash windows as directed
Dust furniture and horizontal surfaces below 72 inches
Bathrooms (as directed by TIDA)
Clean sink and counter with general purpose cleaner
Clean mirrors with glass cleaner
Disinfect toilets
Periodically check to see that all toilets are function properly. If clogged, use plunger or inform Project
Manager for serious problems
Restock toilet paper and paper towels
Spot clean walls
Other duties as assigned by TIDA

# Periodic Work (Building One)

Weekly:

Damp mop entrance lobbies and stairways of Building One Sweep/vacuum stairways of Building One Vacuum mezzanine carpet

#### Monthly:

Damp mop all hard floors in Building One traffic areas Vacuum area carpets thoroughly Thorough dusting Polish brass hand railings on staircases

#### Quarterly:

Police brass entrance doors, Building One Dust mop hard floors Spot clean carpets of mezzanine and hallways\*

\* Spot cleaning is defined as a small number of spots, each of which is no bigger than two inches in diameter.

#### As needed or whenever time permits:

Sweep the outside sidewalk of Building One Sweep and damp mop stair wells inside Building One Shine brass of banisters with window cleaner Wash windows of entry doors Sweep, clean, dust Air Traffic Control Tower

#### Tasks specifically excluded are:

Carpet cleaning
Upholstery cleaning
Cleaning of ceiling light fixtures
Changing light bulbs
Window washing

ADDITIONAL SERVICES may be negotiated on an as-needed basis at a rate of \$32.00/hour. Additional work that is performed in the evenings and/or weekends is at a rate of \$32.00/hour.

## 2. Reports

Contractor shall submit written reports as requested by the **Treasure Island Development**Authority. Format for the content of such reports shall be determined by the **Treasure Island**Development Authority. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to maximum extent possible.

# 3. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the Treasure Island Development Authority will be Director of Island Operations.

# Appendix B Calculation of Charges

For an amount not to exceed \$8,550 per month, or \$102,600 for the period from July 1, 2010 through June 30, 2011, Contractor will provide:

- · Routine janitorial services as defined in the Scope of Work
- · Cleaning equipment, materials and supplies
- Soap, toilet paper, hand towels, seat covers for all restrooms and kitchens
- Uniform soap and paper goods dispensers for all restrooms and kitchens
- Transport of equipment and personnel





# AGENDA ITEM 6E Treasure Island Development Authority City and County of San Francisco Meeting of June 9, 2010

Subject: Resolution Authorizing the Director of Island Operations to Execute the Second

Amendment to the Professional Services Agreement with the Embarcadero YMCA to Extend the Term on a Month-to-Month Basis through June 30, 2011 and to

Amend the Monthly Fee.

Contact: Mirian Saez, Director of Island Operations

Phone: (415) 274-0660

#### BACKGROUND

On August 8, 2006, the Treasure Island Development Authority (the "Authority") Board of Directors approved a month-to-month Sublease with the Embarcadero YMCA for use of Building 402 as the Treasure Island Gymnasium. On August 8, 2006, the Authority Board also approved a Professional Services Agreement (the "Agreement") with the Embarcadero YMCA for the operation of the Gymnasium and programming of recreation and leisure services at the Gymnasium. The Embarcadero YMCA was selected in accordance with a competitive solicitation process in which the Embarcadero YMCA submitted the only response to a Request for Proposals issued by the Authority.

The month-to-month term of the Agreement expires June 30, 2010. Typically, expiration of the term of a competitively bid Professional Services Agreement would lead Project Staff to solicit competitive proposals for a Gymnasium operator for a new term. However, Base transfer is anticipated sometime in FY 2010-11 so Project Staff proposes to extend the current Agreement on a month-to-month basis through June 30, 2011. All terms and conditions will remain unchanged, except staff proposes to decrease monthly fee from \$14,800 to \$11,875 based on the average cost to operate the Gymnasium over the past three years

# **BUDGET IMPACT**

In Fiscal Year 2009-2010, the Authority budgeted \$150,000 for Gymnasium operations. According to the budget submitted by the YMCA describing their operations, and discussions between the YMCA Staff and Treasure Island Project Staff, the proposed annual cost to operate the Gymnasium is \$142,500. Based on this information, Project Staff recommends an annual Gymnasium budget of \$142,500 for Fiscal Year 2010-2011. In addition, due to the Authority's overall decline in revenues and consistent with the

Mayor's January 2010 directive to reduce professional service costs, the funding in Fiscal Year 2010-11 has been decreased by \$7,500 or 5%.

# RECOMMENDATION

Staff recommends approval of the amendment to the Professional Services Agreement with the YMCA to extend the term on a month-to-month basis through June 30, 2011, terminable by either party on 30 days notice, and to decrease the monthly fee payable to the YMCA.

#### EXHIBIT:

A. Amendment to the Professional Services Agreement between the Treasure Island Development Authority and the Embarcadero YMCA, a branch of the YMCA of San Francisco

> Prepared by Frishtah Afifi, Project Administrator for Mirian Saez, Director of Island Operations

[Second Amendment to YMCA Professional Services Agreement]

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 Resolution Authorizing the Director of Island Operations to Execute an Amendment to the Professional Services Agreement with the Embarcadero YMCA to Extend the Term on a Month-to-Month Basis through June 30, 2011 and to Establish the Monthly Fee.

WHEREAS, On May 2, 1997, the Board of Supervisors (the "Board") passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of former Naval Station Treasure Island (the "Base") for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and, (ii) with respect to those portions of the Base which are subject to the Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

WHEREAS, The Authority and the United States of America, acting by and through the Department of the Navy entered into Master Lease (Lease No. N6247499RP42P12), as amended, for use of certain property, including the Gymnasium in Building 402; and,

WHEREAS, The Master Lease enables the Authority to sublease the leasehold premises for interim use; and,

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WHEREAS, On September 1, 2009, after a competitive solicitation process, the Authority and the Embarcadero YMCA entered into a Professional Services Agreement (the "Agreement") whereby the Embarcadero YMCA operates the Gymnasium at Building 402 to provide recreation and leisure programming for the benefit of the residents of Treasure and Yerba Buena Island as well as for residents of the City of San Francisco; and,

WHEREAS, The Authority and the Embarcadero YMCA are also parties to a month to month Sublease for the Gymnasium; and,

WHEREAS, The Agreement is scheduled to expire on June 30, 2010; and,

WHEREAS, Project Staff proposes to extend the Agreement on a month-to-month basis through June 30, 2011; and.

WHEREAS, Project Staff proposes to reduce the monthly fee payable to the YMCA for services performed under the Agreement from \$14,800 per month to \$11,875 per month; now therefore be it.

RESOLVED, That the Board of Directors hereby approves and authorizes the Director of Island Operations or her designee, to execute and deliver the Second Amendment to the Professional Services Agreement ("Second Amendment"), in substantially the form attached hereto as Exhibit A, to extend the term the Agreement on a month-to-month basis through June 30, 2011 and to decrease the monthly fee to \$11,875 per month; and be it

FURTHER RESOLVED, That the Board of Directors hereby finds that (i) entering into the First Amendment will serve the goals of the Authority and the public interests of the City, and (ii) the terms and conditions of the First Amendment are economically reasonable; and be it

FURTHER RESOLVED. That the Board of Directors hereby authorizes the Director of Island Operations or her designee to enter into any additions, amendments or other modifications to the Second Amendment that the Director of Island Operations or her

designee determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the Second Amendment, such determination to be conclusively evidenced by the execution and delivery by the Director of Island Operations or her designee of the documents and any amendments thereto.

# CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island

Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on June 9, 2010.

Helen Nigg Secretary



#### ITEM, EXHIBIT A

# SECOND AMENDMENT TO EMBARCADERO YMCA PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment"), dated for reference purposes only as of July 1, 2010, is by and between the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California public benefit corporation (the "Authority"), and THE EMBARCADERO YMCA, A BRANCH OF THE YMCA OF SAN FRANCISCO, INC., a California non-profit corporation (the "Contractor").

#### RECITALS

- A. The Authority and the Contractor entered into that certain Professional Services Agreement dated for reference purposes as September 1, 2006 (the "Original Agreement"), for the use of the Gymnasium (Building 402) at 749-9<sup>th</sup> Street, Treasure Island, San Francisco, California, as more particularly described in the Original Agreement. The term of the Original Agreement expired on August 31, 2009. The Authority and the Contractor also entered into a First Amendment to the Original Agreement on July 9, 2009. The term of the First Amendment expires on June 30, 2010.
- **B.** Authority and Contractor desire to enter into the Second Amendment to the Original Agreement to extend the Term of the Original Agreement on the terms and conditions set forth in this Second Amendment.
- C. The Original Agreement, First Amendment and this Second Amendment shall collectively be referred to as the "Agreement". All capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the Authority and the Contractor hereby amend the Agreement as follows:

#### AGREEMENT

- 1. <u>Recitals</u>. The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.
- 2. <u>Effective Date</u>. The effective date of this Second Amendment shall be July 1, 2010 (the "Effective Date").
- 3. <u>Term.</u> As of the Effective Date, Section 2 of the Original Agreement shall be amended to read as follows:

# "2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from September 1, 2006 through June 30, 2011; provided, however, either party may terminate this Agreement for any reason upon thirty (30) days prior written notice to the other party.

4. <u>Compensation</u>, As of the Effective Date, the first paragraph of Section 5 of the Original Agreement shall be amended to read as follows:

"Compensation shall be made in monthly payments on or before the 1st day of each month for work, as set forth in Section 4 of this Agreement, that the Executive Director,

in his or her sole discretion, concludes has been performed as of the final day of the immediately preceding month. In no event shall the monthly amount payable under this Agreement exceed Eleven Thousand Eight Hundred and Seventy Five Dollars and no Cents \$11,875 per month. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein."

5. <u>Appendix B - Calculation of Charges</u>. Appendix B attached to the Original Agreement shall be amended to read as follows:

"Appendix B Calculation of Charges

Contractor shall submit an invoice for compensation to the attention of the Executive Director within 10 days of the final day of each month as compensation for the month. Each invoice shall be accompanied by reports required by Executive Director. In no event shall any monthly invoice be greater than \$11,875, unless agreed to in advance in writing by Executive Director.

Authority shall pay invoice within 30 days of receipt of invoice.

- Counterparts. This Second Amendment may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof.
- 7. Full Force and Effect. Except as specifically amended herein, the terms and conditions of the Sublease shall remain in full force and effect.

IN WITNESS WHEREOF, the Authority and the Contractor have executed this First Amendment to Agreement at San Francisco, California, as of the date first above written.

# AUTHORITY:

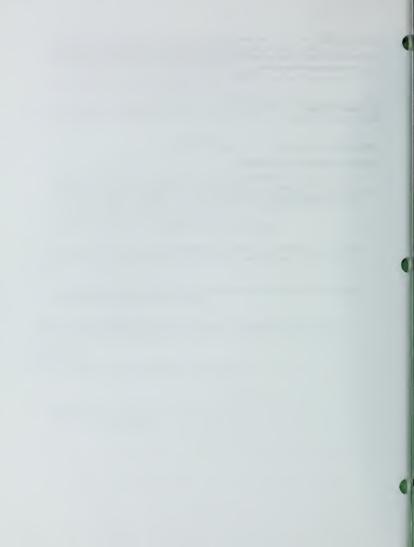
### TREASURE ISLAND DEVELOPMENT AUTHORITY

By: _		
	Mirian Saez	
	Director of Island Operations	

# **CONTRACTOR:**

THE EMBARCADERO YMCA, A	BRANCH C	OF THE	YMCA (	OF SAN	FRANCISCO	), INC.,
a California non-profit corporation						

By: Charles Collins Its: Executive Director
its: Executive Director
APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney
Ву:
Deputy City Attorney







# AGENDA ITEM 6F Treasure Island Development Authority City and County of San Francisco Meeting of June 09, 2010

Subject: Resolution Authorizing the Director of Island Operations to Execute a Professional

Services Agreement with Rubicon Enterprises, Inc. to Provide Landscape Services on a month-to-month basis for the period from July 1, 2010 to June 30, 2011, in an

amount not to exceed \$641,000 (Action Item)

Contact: Mirian Saez, Director of Island Operations

Phone: (415) 274-0660

#### BACKGROUND

Rubicon Enterprises, Inc. ("Rubicon"), a California nonprofit public benefit corporation and a member organization of the Treasure Island Homeless Development Initiative ("TIHDI"), provides services that increase economic opportunities for economically-disadvantaged people. For over twelve years, Rubicon has been providing landscape services to Treasure and Yerba Buena Islands through its Landscape Services Division. Rubicon provides stable employment and livable wages to disabled and economically disadvantaged individuals from the San Francisco Bay Area. The Treasure Island operation has employed sixty-four (64) Rubicon Landscape employees through the TIHDI referral programs. Three TIHDI referrals have been promoted to the position of Lead Worker and three to the position of Supervisor. Other former employees have moved on to opportunities including working for SF Recreation and Parks Department, SF Conservation Corps and one has returned to school on a full-time basis.

The current landscaping services contract between the Treasure Island Development Authority (the "Authority") and Rubicon expires on June 30, 2010. The Authority and Rubicon have negotiated a new Professional Services Agreement (the "Agreement") for a month to month term for the period of July 1, 2010 through June 30, 2011, for a total not to exceed amount of Six Hundred and Forty One Thousand Dollars (\$641,000). Routine and adjunct services are for five days a week for an amount not to exceed Fifty Three Thousand Four Hundred and Sixteen Dollars (\$53,416) per month. This represents an annual decrease of Thirty Four Thousand Dollars (\$34,000) from last year's budget. These savings are being realized in large part through better utilization of Rubicon's existing staffing resources consistent with the Mayor's January 2010 directive requesting a 5% reduction in professional service costs.

The Treasure Island Development Authority Purchasing Policy and Procedures authorize noncompetitive negotiations for contracts that are in furtherance of the Homeless Assistance Agreement between the Authority and TIHDI. Therefore, the Agreement for landscape services with Rubicon is being awarded on a non-competitive negotiated basis.

#### BUDGET IMPACT

The landscape budget for FY 2009-2010 was \$675,000. While this budget provided sufficient funds for maintenance purposes, it was not adequate to address issues such as tree maintenance, response to storm damage and other related unforeseen and or emergency clean-up costs. Staff has worked closely with Rubicon to establish a revised work plan that will use Rubicon's existing workforce and redirects staff as necessary to address these unforeseen and or emergency occurrences. The total cost of the revised work plan is \$641,000 for the period of July 1, 2010 to June 30, 2011.

#### RECOMMENDATION

Project Staff recommends approval of the contract for landscape services with Rubicon from July 1, 2010 through June 30, 2011 for an amount not to exceed \$641,000.

#### EXHIBITS

A Professional Services Agreement between the Treasure Island Development Authority and Rubicon, Inc.

Prepared by Frishtah Afifi, Project Administrator
For Mirian Saez, Director of Island Operations

[Rubicon Professional Services Agreement]

Resolution authorizing the Director of Island Operations to execute a Professional Services Agreement with Rubicon Enterprises, Inc. to provide landscape services on a month-to-month basis for the period from July 1, 2010, to June 30, 2011 in an amount not to exceed \$641.000.

WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America ("the Federal Government"); and,

WHEREAS, Treasure Island was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997 (the "Act"), which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968, the California Legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to the Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

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WHEREAS. The Board of Supervisors approved the designation of the Authority as a redevelopment agency for Treasure Island in 1997; and,

WHEREAS, The City and County of San Francisco, as the predecessor Local Reuse Authority for the Base, negotiated a proposed Base Closure Homeless Assistance Agreement and Option to Lease Real Property ("Homeless Assistance Agreement") with the Treasure Island Homeless Development Initiative ("TIHDI"), a consortium of nonprofit corporations organized to utilize the resources of the Base available to help fill gaps in the continuum of care for homeless persons and families, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994; and.

WHEREAS. The Authority wishes to support TIHDI and its member organizations pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994: and.

WHEREAS. The Authority's purchasing policy and procedures authorize noncompetitive negotiations for contracts in furtherance of the Homeless Assistance Agreement; and.

WHEREAS, Rubicon Enterprises, Inc. currently provides landscape maintenance services to the Authority and the Authority has negotiated with Rubicon Enterprises, Inc. to reach agreement on the terms of a new Professional Services Agreement (the "Agreement") in an amount not to exceed Six Hundred and Forty One Thousand Dollars (\$641,000), which (i) describes the scope of work for the services shown in Appendix B of the Agreement, and (ii) establishes the term of the Agreement for a month-to-month period commencing July 1, 2010 and expiring on June 30, 2011; and,

WHEREAS, Rubicon Enterprises, Inc., is a California nonprofit corporation and a member organization of TIHDI, and Rubicon Enterprises, Inc. has represented and warranted

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18 19 that it is qualified to perform the landscape services required by the Authority as set forth under the proposed Agreement; now, therefore, be it

RESOLVED, That the Authority hereby authorizes the Director of Island Operations to execute the Agreement with Rubicon Enterprises, Inc., effective July 1, 2010, for a month to month term expiring June 30, 2011 in an amount not to exceed \$641,000 in substantially the form attached hereto as Exhibit A; and, be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations or her designee to enter into any additions, amendments or other modifications to the Agreement that the Director of Island Operations or her designee determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the Agreement, such determination to be conclusively evidenced by the execution and delivery by the Director of Island Operations or her designee of the documents and any amendments thereto.

#### CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on June 9, 2010.

Helen Nigg, Secretary



#### ITEM 6F, EXHIBIT A

Treasure Island Development Authority
One Avenue of the Palms
Treasure Island
San Francisco, California 94130

# Agreement between the Treasure Island Development Authority and

### Rubicon Enterprises, Inc.

This Agreement is made this 1<sup>ST</sup> day of July, 2010, in the City and County of San Francisco, State of California, by and between Rubicon, Inc., a California nonprofit public benefit corporation, hereinafter referred to as "Contractor," and the Treasure Island Development Authority, a nonprofit public benefit corporation hereinafter referred to as the "Authority," acting by and through its Director of Island Operations, hereinafter referred to as the "Director."

#### Recitals

WHEREAS, the Authority wishes to utilize the resources of the former Naval Station Treasure Island to help fill gaps in the continuum of care for homeless persons and families, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994; and,

WHEREAS, The Authority's Purchasing Policy and Procedures authorize non-competitive negotiations for contracts that are in furtherance of the Homeless Assistance Agreement between the Authority and the Treasure Island Homeless Development Initiative ("TIHDI") including any TIHDI member organizations for contracts for economic development opportunities identified in the Reuse Plan: and.

WHEREAS, the Authority wishes to procure landscape and grounds maintenance services at Naval Station Treasure Island; and,

WHEREAS, Landscape and grounds maintenance services are identified in the Homeless Component of the Treasure Island Reuse Plan as one of the economic development opportunities available to assist homeless and other economically disadvantaged San Franciscans; and,

WHEREAS, Contractor, a member organization of TIHDI, provides landscape and grounds maintenance services that increase economic opportunities for economically-disadvantaged people and people with disabilities; and,

WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by Authority as set forth under this Contract;

Now, THEREFORE, the parties agree as follows:

 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation This Agreement is subject to the budget and fiscal provisions of the Charter of the City and County of San Francisco ("City"). Charges will accrue only after prior written authorization certified by the Controller, and the amount of the Authority's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to the Authority at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

Authority has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Authority budget decisions are subject to the discretion of the Mayor, the Board of Supervisors and the Authority's Board of Directors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

# 2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be for a month to month term from July 1, 2010 to June 30, 2011. Notwithstanding anything in this Agreement to the contrary, either party, in its sole discretion, may terminate this Agreement for any reason upon delivery of not less than thirty (30) days' prior written notice to the other party.

# 3. Effective Date of Agreement

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

# 4. Services Contractor Agrees to Perform

The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

# 5. Compensation

Compensation shall be made in monthly payments on or before the tenth day of each month for work, as set forth in Section 4 of this Agreement, that the Director of Island Operations, in his or her sole discretion, concludes has been performed as of the final day of the immediately preceding month. In no event shall the amount of this Agreement exceed Six Hundred and Forty One Thousand Dollars (\$641,000). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Authority as being in accordance with this Agreement. Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall Authority be liable for interest or late charges for any late payments.

#### 6. Guaranteed Maximum Costs

- a. The Authority's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.
- b. Except as may be provided by laws governing emergency procedures, officers and employees of the Authority are not authorized to request, and the Authority is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.
- c. Officers and employees of the Authority are not authorized to offer or promise, nor is the Authority required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.
- d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

#### 7. Payment; Invoice Format

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by Authority to Contractor shall be subject to audit by the Authority.

Payment shall be made by Authority to Contractor at the address specified in the section entitled "Notices to the Parties"

# 8. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City and/or the Authority for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City and/or the Authority for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City or the Authority if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City or the Authority a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City or the Authority; (c) conspires to defraud the City or the Authority by getting a false claim allowed or paid by the City; or the Authority; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City or the Authority; or (e) is a beneficiary of an inadvertent submission of a false claim to the City or the Authority, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City or Authority within a reasonable time after discovery of the false claim.

# 9. Disallowance - Left blank by agreement of the parties.

## 10. Taxes

- Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.
- b. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of Authority property for private gain. If such a possessory interest is created, then the following shall apply:
- Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;
- (2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the Authority to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.
- (3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.
- (4) Contractor further agrees to provide such other information as may be requested by the Authority to enable the Authority to comply with any reporting requirements for possessory interests that are imposed by applicable law.

# 11. Payment Does Not Imply Acceptance of Work

The granting of any payment by Authority, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by Authority and in such case must be replaced by Contractor without delay.

#### 12. Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with Authority's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at Authority's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

#### 13. Responsibility for Equipment

Authority shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by Authority.

# 14. Independent Contractor; Payment of Taxes and Other Expenses

# a. Independent Contractor

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by Authority under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with Authority, nor be entitled to participate in any plans, arrangements, or distributions by Authority pertaining to or in connection with any retirement, health or other benefits that Authority may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between Authority and Contractor or any agent or employee of Contractor.

Any terms in this Agreement referring to direction from Authority shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. Authority does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

# b. Payment of Taxes and Other Expenses.

Should Authority, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). Authority shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for Authority, upon notification of such fact by Authority, Contractor shall promptly remit such amount due or arrange with Authority to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of Authority. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in Authority's financial liability so that Authority's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

#### 15. Insurance

- a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:
- (1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- (3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:
- (1) Name as Additional Insured the US Navy, the Treasure Island Development Authority, and the City and County of San Francisco, their Officers, Agents, and Employees.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Authority and the City for all work performed by the Contractor, its employees, agents and subcontractors.
- d. All policies shall provide thirty (30) days' advance written notice to Authority of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the Authority address in the "Notices to the Parties" section.
- e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

- g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the Authority receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the Authority may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- h. Before commencing any operations under this Agreement, Contractor shall furnish to Authority certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to Authority, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
- i. Approval of the insurance by Authority shall not relieve or decrease the liability of Contractor hereunder.

#### 16. Indemnification

Contractor shall indemnify and save harmless Authority and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by Authority or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on Authority, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of Authority and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Authority's costs of investigating any claims against the Authority.

In addition to Contractor's obligation to indemnify Authority, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend Authority from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by Authority and continues at all times thereafter.

Contractor shall indemnify and hold Authority harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by Authority, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

# 17. Incidental and Consequential Damages

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that Authority may have under applicable law.

#### 18. Liability of Authority

AUTHORITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL AUTHORITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

#### 19. Liquidated Damages

By entering into this Agreement, Contractor agrees that in the event the Services, as provided under Section 4 herein, are delayed beyond the scheduled milestones and timelines as provided in Appendix A, Authority will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of Five Hundred Dollars (\$500) per day for each day of delay beyond scheduled milestones and timelines is not a penalty, but is a reasonable estimate of the loss that Authority will incur based on the delay, established in light of the circumstances existing at the time this contract was awarded. Authority may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by Authority because of Contractor's failure to deliver to Authority within the time fixed or such extensions of time permitted in writing by the Authority.

#### 20. Default; Remedies

- Each of the following shall constitute an event of default ("Event of Default") under this Agreement:
- (1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:
  - 8. Submitting false claims
  - Taxes
  - 15. Insurance
  - 24. Proprietary or confidential information of City
  - Assignment
  - Drug-free workplace policy.
  - 53. Compliance with laws
  - 55. Supervision of minors
  - 57. Protection of private information
  - 58. Graffiti removal
- (2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from Authority to Contractor.
- (3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its

creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

- (4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.
- b. On and after any Event of Default, Authority shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, Authority shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to Authority on demand all costs and expenses incurred by Authority in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. Authority shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between Authority and Contractor all damages, losses, costs or expenses incurred by Authority as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.
- c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

#### 21. Termination for Convenience

- a. Authority shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. Authority shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.
- b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by Authority and to minimize the liability of Contractor and Authority to third parties as a result of termination. All such actions shall be subject to the prior approval of Authority. Such actions shall include, without limitation:
- (1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by Authority.
- (2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
  - (3) Terminating all existing orders and subcontracts.
- (4) At Authority's direction, assigning to Authority any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, Authority shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

- $(5) \qquad Subject to Authority's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.$
- (6) Completing performance of any services or work that Authority designates to be completed prior to the date of termination specified by Authority.
- (7) Taking such action as may be necessary, or as the Authority may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which Authority has or may acquire an interest.
- c. Within 30 days after the specified termination date, Contractor shall submit to Authority an invoice, which shall set forth each of the following as a separate line item:
- (1) The reasonable cost to Contractor, without profit, for all services and other work Authority directed Contractor to perform prior to the specified termination date, for which services or work Authority has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.
- (2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of Authority, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
- (3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the Authority or otherwise disposed of as directed by the Authority.
- (4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to Authority, and any other appropriate credits to Authority against the cost of the services or other work.
- d. In no event shall Authority be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by Authority, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).
- e. In arriving at the amount due to Contractor under this Section, Authority may deduct: (1) all payments previously made by Authority for work or other services covered by Contractor's final invoice; (2) any claim which Authority may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the Authority, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and Authority's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. Authority's payment obligation under this Section shall survive termination of this Agreement.

# 22. Rights and Duties upon Termination or Expiration

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

- 8. Submitting false claims
- 9. Disallowance
- 10. Taxes
- 11. Payment does not imply acceptance of work
- 13. Responsibility for equipment
- 14. Independent Contractor; Payment of Taxes and Other Expenses
- 15. Insurance
- 16. Indemnification
- 17. Incidental and Consequential Damages
- 18. Liability of City
- 24. Proprietary or confidential information of City
- 26. Ownership of Results
- 27. Works for Hire
- 28. Audit and Inspection of Records
- 48. Modification of Agreement.
- 49. Administrative Remedy for Agreement Interpretation.
- 50. Agreement Made in California; Venue
- Construction
- 52. Entire Agreement
- 56. Severability
- 57. Protection of private information

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to Authority, and deliver in the manner, at the times, and to the extent, if any, directed by Authority, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to Authority. This subsection shall survive termination of this Agreement.

#### 23. Conflict of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the Authority if it becomes aware of any such fact during the term of this Agreement.

# 24. Proprietary or Confidential Information of Authority

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by Authority and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Authority. Contractor agrees that all information disclosed by Authority to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

#### 25. Notices to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To Authority: Treasure Island Development Authority

One Avenue of the Palms Treasure Island San Francisco, CA. 94130

Attn: Mirian Saez, Director of Island Operations

Fax: (415) 274-0299

To Contractor: Rubicon Enterprises, Inc.

154 So. 23<sup>rd</sup> St. Richmond, CA. 94804 Attn: Rick Aubry, President

Attn: Rick Aubry, Presid 510.412.1751 – FAX FEIN: 68-0353815

Any notice of default must be sent by registered mail.

### 26. Ownership of Results

Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to Authority. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

#### 27. Works for Hire

If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the Authority. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the Authority, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the Authority, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

### 28. Audit and Inspection of Records

Contractor agrees to maintain and make available to the Authority, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit Authority to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon Authority by this Section.

### 29. Subcontracting

Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by Authority in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

### 30. Assignment

The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by Authority by written instrument executed and approved in the same manner as this Agreement.

# 31. Non-Waiver of Rights

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

# 32. Earned Income Credit (EIC) Forms

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

- a. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor, and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.
- b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure

within such period or thereafter fails to diligently pursue such cure to completion, the Authority may pursue any rights or remedies available under this Agreement or under applicable law.

- c. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.
- d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

### 33. Local Business Enterprise Utilization; Liquidated Damages

#### a. The LBE Ordinance

Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle Authority, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

### b. Compliance and Enforcement

If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to Authority upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City or the Authority.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

#### 34. Nondiscrimination; Penalties

#### a. Contractor Shall Not Discriminate

In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

#### b. Subcontracts

Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2 (a), 12B.2(e)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

#### c. Nondiscrimination in Benefits

Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical kave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in \$12.02.06 to the San Francisco Administrative Code.

#### d. Condition to Contract

As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

#### e. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

#### 35. MacBride Principles-Northern Ireland

Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

#### 36. Tropical Hardwood and Virgin Redwood Ban

Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

#### 37. Drug-Free Workplace Policy

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City and Authority premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

#### 38. Resource Conservation

Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

#### 39. Compliance with Americans with Disabilities Act

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

#### 40. Sunshine Ordinance

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between Authority and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

# 41. Public Access to Meetings and Records

If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §§12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the Authority to terminate and/or not renew the Agreement, partially or in its entirety.

#### 42. Limitations on Contributions

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, the board of a state agency on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide Authority the names of each person, entity or committee described above.

# 43. Requiring Minimum Compensation for Covered Employees

- a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.
- b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractor of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this

Agreement fails to comply, Authority may pursue any of the remedies set forth in this Section against Contractor.

- c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.
- d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.
- e. Authority is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the Authority's consideration for this Agreement. The Authority in its sole discretion shall determine whether such a breach has occurred. The Authority and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the Authority and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

- g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City and the Authority shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City and the Authority shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City or the Authority.
- h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.
- i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

# 44. Requiring Health Benefits for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated by reference and made a part of this Agreement

as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

- a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.
- b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3 (e) of the HCAO, it shall have no obligation to comply with part (a) above.
- c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. Authority shall notify Contractor if such a breach has occurred. If, within 30 days after receiving Authority's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City and Authority shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City or Authority.
- d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City and Authority may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City or Authority has first provided Contractor with notice and an opportunity to obtain a cure of the violation.
- e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City or Authority with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.
- f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.
- g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.
  - h. Contractor shall keep itself informed of the current requirements of the HCAO.
- i. Contractor shall provide reports to the City and Authority in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

- j. Contractor shall provide City and Authority with access to records pertaining to compliance with HCAO after receiving a written request from Authority to do so and being provided at least ten business days to respond.
- Contractor shall allow City and Authority to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.
- City and Authority may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City and/or Authority when it conducts such audits.
- m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City or Authority to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City or Authority to be equal to or greater than \$75,000 in the fiscal year.

### 45. First Source Hiring Program

## a. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

# b. First Source Hiring Agreement

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

- (1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.
- (2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or

certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

- (3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.
- (4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.
- (5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.
  - (6) Set the term of the requirements.
- (7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.
- (8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.
- (9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

## c. Hiring Decisions

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

## d. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

## e. Liquidated Damages

Contractor agrees:

- (1) To be liable to the City and/or the Authority for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- (3) That the contractor's commitment to comply with this Chapter is a material element of the Authority's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the Authority, City and the public which is significant and substantial but extremely difficult to quantity; that the harm to the Authority and City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the Authority and City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City and Authority suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
- A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
- B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm

caused to the City and/or the Authority by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law.

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

## f. Subcontracts

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

## 46. Prohibition on Political Activity with City Funds

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City and the Authority may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City or Authority contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

## 47. Preservative-treated Wood Containing Arsenic

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

## 48. Modification of Agreement

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement Contractor

shall cooperate with Department to submit to the Director of HRC any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

## 49. Administrative Remedy for Agreement Interpretation

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

## 50. Agreement Made in California; Venue

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

## 51. Construction

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

## 52. Entire Agreement

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

## 53. Compliance with Laws

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

## 54. Services Provided by Attorneys

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

## 55. Supervision of Minors - Left blank by agreement of the parties.

## 56. Severability

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

## 57. Protection of Private Information

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contactor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

## 58. Graffiti Removal

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's and Authority's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Dullow Works Code, the San Francisco Public Or the San Francisco Public Works Code, the San Francisco Public Or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. § 8101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

## 59. Food Service Waste Reduction Requirements

Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for

the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that Authority will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by the Authority because of Contractor's failure to comply with this provision.

60. Slavery Era Disclosure - Left blank by agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

TREASURE ISLAND DEVELOPMENT AUTHORITY	CONTRACTOR  RUBICON ENTERPRISES, INC.
By:	By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.
Approved as to Form:  Dennis J. Herrera  City Attorney	I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.
By:	Rick Aubry, President

## Appendices

A: Services to be provided by Contractor

B: Calculation of Charges

## Appendix A Services to be provided by Contractor

1. Description of Services

						Revised Scope - FY 2010-201	e - FY 2010-20	111
AREA#	ACTIVITY	ACTIVITY DESCRIPTION	Area	Hrs	Freq	Total Hours per Year	Labor and Indirect Amount	Associated Direct Cost
1								
Gas Station	Weekly	Dick up talled Dianches	140,725	0.37	200	2 9		
	Bi-weekly	Non-irrinated lawn-Mow hi-weekly in the growing season	20 948	0.70	12			
		Blow hard surfaces and remove plant debris	125 777	1 26	12			
	Monthly	Edge and trim	446	0.99				
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	125,777	3.59	9			
	4 times annually	Prune shrubs/trees	3,000	3	4	12		
		Weed ground cover and/or rock slopes	8,625	2.88	4			
						88	\$3,631	
Notes Storens	Marchin	Diet fellen kronekee	04 227	0	00			
navy storage	weeny	Diek on latter	767,29	0.24	2 5	0		
	Bi-weekly	Mon-irrinated laws-Maw hi weakly in the growing coacon	3378	0 11	15			
		Blow hard englaces and remove plant debrie	097.00	000	400			
	Monthly	Edge and frim	157	0.35	20			
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	85.384	2 44	9		-	
	4 times annually	Weed ground cover and/or rock slopes						
		Prune shrubs/trees	884	-	4	4		
						42	\$1,758	
3A								
Fire School-From east	Weekly	Pick up fallen branches	34,528	0.09	26	2		
sidewalk to sea wall		Pick up litter	34,528	0.09	26			
	Bi-weekly	Non-irrigated lawn-Mow bi-weekly in the growing season.						
		Blow hard surfaces and remove plant debris	28,288	0.28	12	3		
	Monthly	Edge and trim						
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	28,288	0.81	9	5		
And the second name of the secon	4 times annually	Prune shrubs/frees	1,579	2	4			
		Weed ground cover and/or rock slopes	6,240	2.08	4		64 424	
						77		
38								
8th St. Little League	Weekly	Pick up fallen branches	28,530	0.07	26	2		
From sidewalk to sea		Pick up litter	28,530	0.07	26			
wall	Bi-weekly	Non-irrigated lawn-Mow bi-weekly in the growing season.						
		Blow hard surfaces and remove plant debris	23,775	0.24	12	3		
	Monthly	Edge and trim						
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	23,775	0.68	9			The state of the s
	4 times annually	Prune shrubs/trees	2,219	2	4			
		Weed ground cover and/or rock slopes	4,755	1.59	4			
						26	\$1,071	
4						1000		
Tennis Courts, fenced	Weekly	Pick up fallen branches	129,160	0.32	26	80		
off storage		Pick up litter	129,160	0.32	28			
	Di-weeny	Non-irrigated rawn—Mow bi-weekly in the growing season.	10001	200				

AREA#	ACTIVITY	ACTIVITY DESCRIPTION	Area	Ę	Freq	Total Hours per Year	Labor and Indirect Amount	Associated Direct Cost
		Blow hard surfaces and remove plant debris	46,639		12			
	Monthly	Edge and trim	1,075	Ì	0	0		
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	46,639	9 1.33	9			
	4 times annually	Prune shrubs/trees	20,63		4			
		Weed ground cover and/or rock slopes	3,150	1.05	4			
						66	\$4,117	
5								
4th St. Little League	Weekly	Pick up fallen branches	73,728		26	5		
Area west of field storage		Pick up litter	73,728	8 0.18	26	2		
containers and from	Bi-weekly	Non-irrigated lawn-Mow bi-weekly in the growing season.	11,640	0.39	12	n		
pavement edge to slope		Blow hard surfaces and remove plant debris	56,118		12	7		
on the east side	Monthly	Edge and trim						
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	56,118	8 1.60	9	10		
	4 times annually	Prune shrubs/trees	4,515		4	00		
-		Weed ground cover and/or rock slopes	5,970	1.99	4	89		
						57	\$2,346	
Former bldn 233	Weekly	Pick up fallen branches	554 76		26	18		
and gravel triangle		Pick up litter	554.761	1.39	26	36		
	Bi-weekly	Non-irrigated lawn-Mow bi-weekly in the growing season.						
		Blow hard surfaces and remove plant debris	538,576	6 2.69	12	32		
	Monthly	Edge and trim						
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	538,576	6 15.39	9			
	4 times annually	Prune shrubs/trees	937		4			
		Weed ground cover and/or rock slopes	16,185	5 5.40	4	22		
						204	\$8,457	
7 Pier	No Scope in this Area	rea Area						
8	S times areas	Ceres, and removes usede machanically as he hand from hand authors	400 460		9			
	4 times annually	Prune shruhs/frees	1 260		0 4	2 40		
		Blow hard surfaces and remove plant debris	102,469	9 1.02	4	4		
						27	\$1,107	
9 Brig	Twice weekly	Hand water areas without irrigation during dry season, as needed, up to twice weekly	12,786	96.0	91	06		
	Weekly	Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly	12,786	1.83	46	84		
Walter Statement Committee in the Statement Committee or the Statement Comm		Pick up fallen branches turf	12.786		46	-		
		Pick up litter turf	12.78	6 0.03	46	-		
		Pick up fallen branches	77,165		26	5		
		Pick up litter	77,16		26	2		

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						Revised Scope - FY 2010-201	- FY 2010-20	111
AREA#	ACTIVITY	ACTIVITY DESCRIPTION	Area	H <sub>s</sub>	Freq	Total Hours per Year	Labor and Indirect Amount	Associated Direct Cost
	Bi-weekly	Trim and Edge	221	0.49	23			
		Non-irrigated lawn-Mow bi-weekly in the growing season.	7,309		12			
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	64,648	1.85	9			
	4 times annually	Pertuize lawns	12,786	-	4	2 "		
		Tarry of the document of				235	\$9,755	
10 Pohlad Dala	Moork	Diete in fallen brenstise	07.470	1	0			
pening prig	weeniy	Pick up later	67,176	0.17	26		-	And in contrast of the last of
	Bi-weekly	Non-irrigated lawn-Mow bi-weekly in the growing season.	2,528	0.08	12	4 -		
and the same of th		Blow hard surfaces and remove plant debrils	64,648	99'0	12		-	
	Monthly	Edge and trim	222	0.49	0	0		
	6 times annually 4 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.  Prune shrubs/trees	64,648	1.85	9			
						29	\$1,185	
11	100	A Company of the Comp		П			-	-
pidg 264	vveeriy	Pick up tallen branches	53,460	0.134	8 8			
	Dismobby	District and common plant debate	53,460		97		-	
	Monthly	Edge and trim	25,460	1 09	7 8		-	-
The same of the sa	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	53.460		9	-		-
	4 times annually	Prune shrubs/trees	495		4	2		-
						34	\$1,423	
12	1	100						
Snaw nolding area	weekiy	Prick up fallen branches	71 206	0.18	92 92	n u	-	
	Bi-weekly	Non-irrigated lawn-Mow bi-weekly in the growing season.	7,350	0.25	12			
	Monthly	Edge and trim	525	1.17	6			
		Blow hard surfaces and remove plant debris	93,656	0.64	12	80		
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	63,856		9			-
		and allegations	2,203				\$2,077	-
13								
Ship Shape	Twice weekly	Hand water areas without irrigation during dry season, as needed, up to twice weekly	5,812	0.45	91	41		
	Weekly	Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly	5,812	0.83	46	36		
		Pick up fallen branches furf	5812		46	-		1
		Pick up litter turf	5,812		46	-		
		Pick up fallen branches	135,180		26			
		Pick up litter	135,180	0.34	26			
		Blow hard surfaces and remove plant debris	135,180	1.35	26			
	6 times annually	Sorav and remove weeds mechanically or by hand from hard surfaces.	135,180	3.86	9	23		
	4 times annually	Fertilize lawns	5,812		4			

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						Revised Scope - FY 2010-2011	e - FY 2010-20	111
AREA#	ACTIVITY	ACTIVITY DESCRIPTION	Area	H	Freq	Total Hours per Year	Labor and Indirect Amount	Associated Direct Cost
		Prune shrubs/trees	2,549	e)	4	167	\$6.932	
11 Gym	Twice weekly	Operate manual irrigation systems and water areas without irrigation during dry season, as needed, up to twice weekly	44,181	1.38	91	126		
	Weekly	Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly during the growing season, as needed in the dormant season.	44,181	6.31	46	280		
		Pick up fallen branches turf	44,181	0.11	46	2		
		Pick up litter turf	44,181	0.11	46	2		
		Pick up latter	57 183	0 14	28	4		
		Blow hard surfaces and remove plant debris	55.297	0.55	26	1 7		
	Bi-weekly	Trim and Edge	1,153	2.56	23	59		
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	55,297	1.58	9	6		
	4 times annually	Fertilize lawns Prune shrubs/frees	11 572	0.33	4 8	7		
						526	\$21,786	
15				Ť				
Bldgs 260, 261, 401	Weekly	Pick up fallen branches	165,555	0.41	26	11		
Perimeter only		Pick up litter	165,555	0.41	26	11		
	Bi-weekly	Non-irrigated lawn-Mow bi-weekly in the growing season.	4,657	0.67	12	80		
		Blow hard surfaces and remove plant debris	160,898	1.61	12	19		
	Monthly	Edge and trim	414	0.92	6	8		
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	160,898	4.60	9	28	A. C	
	4 nines aminany	Frune sorupsyriees	2,088	0.06	4	0		
						882	\$3,519	
16								
Old CC Meyers/	Weekly	Pick up fallen branches	429,374	0.54	26	14		-
Old Compost Area		Pick up litter	429,374	1.07	26	28		
	Bi-weekiy	Non-irrigated lawn-Mow bi-weekly in the growing season.	159,985	5.33	12	64		
The state of the s	Monthly	Brow hard surfaces and remove plant debris Edge and trim	569,389	2.69	12	32		
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	269,389	7,70	9	46		
	4 times annually	Prune shrubs/trees	7,080	7	4	28		
						213	\$8,814	
17	Weekly	Pick up fallen branches	65.636	0.16	52	o.		T
Gravel area		Pick up litter	65,636	0.16	52	6		
	Bi-weekly	Blow hard surfaces and remove plant debris	57,572	0.58	12	7		
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	57,572	1.64	9	10		
The second secon	4 times annually	Prune shrubs/trees	808	-	4	3		
						37	\$1,536	
18				Ī				
bidgs 201, 202	Weekly	Pick up fallen branches	126,394	0.32	26	80		
perimeter of pullburys		Pick up litter	126,384	0.32	72	D		

AREA #	ACTIVITY	ACTIVITY DESCRIPTION	Area	ž.	Freq	Total Hours per Year	Labor and Indirect Amount	Associated Direct Cost
	Bi-weekly	Non-ingated lawn-Mow bi-weekly in the growing season.	2,183	0.07	12	-		
		Blow hard surfaces and remove plant debris	124,211	1.24	12	15		
	Monthly	Edge and trim	160	0.36	0 0	3		
	4 times annually	Spray and remove weeds mechanically of by hand from hard surfaces.  Prune shrubs/frees	2,475	3,55	0 4	10		
		Groundcover		T		7.3	69.760	
						ò	35,100	
19 CC MEYERS	Mookly	Plok in fallon branchae	102 966	20.00	ac	4		
Perimeter only	Vocaniy	Pick up litter	102,900	0.20	07 96	- 1		
r cullicitic cuity	Bi-weekly	Non-irrigated lawn-Mow bi-weekly in the growing season.	105,900	0.20	9		-	
		Blow hard surfaces and remove plant debris	87,973	0.88	12	11		
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	87,973	2.51	9	15		
	4 times annually	Mand animal awar and/or male elamae	11,245	= "	4	45		
		week ground cover gracer room arches	200,4	2		207	64.040	
				T		100		
20				П				
bldg 257								
across from Kidango	Weekly	Pick up tallen branches	65,518	0.16	26	4		
	Dissolds	Pick up litter	816,00	0.10	9	4 1		
	Di-weens	Non-irrigated lawn-mow bi-weekly in the growing season.	30,750	07.1	71	2		
	Monthly	Edge and trim	4 202	0.20	7	2 5		
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces	27 653	0 70		- 6		
	4 times annually	Prune shrubs/trees	11,360	11	4	45		
				Ī				
				Ī		93	\$3,841	
21				T				
bldgs 29, 229	Weekly	Pick up fallen branches	269,134	0.34	26	o		
		Pick up litter	269,134	0.67	56			
	Si-weekly	Non-irrigated lawn-Mow bi-weekly in the growing season.	68,124	77.7	75			
		Blow hard surfaces and remove plant debris	201,010	2.01	12			
	Monthly	Edge and trim	760	1.69	9			
	times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	010,102	5.74	9	10		
	4 fillies chillidally	Weed around cover and/or rock slopes	2010	1				
						98	\$4,061	-
22A				T				T
Perimeter of little	Weekly	Pick up fallen branches	89,350	0.22	26	9		
league		Pick up litter	89,350	0.22	26			
	Bi-weekly	Blow hard surfaces and remove plant debris	73,975	0.74	12			
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	73,975	2.11	9	13		
	4 unics aminany	Limite silings/liegs	000,7	0 4	7			

					Revised Sco	Revised Scope - FY 2010-2011	111
AREA#	ACTIVITY	ACTIVITY DESCRIPTION	Area Hrs	s Freq	Total Hours	Labor and Indirect Amount	Associated Direct Cost
						84 \$3,499	The second second second
22B Parkway along 9th	Weekly	Pick up fallen branches	14,552	0.04	26		
Street adjacent to Job Corps	Bi-weekly	Flox up litter Blow hard surfaces and remove plant debris		0.13		2	0.00
	6 times annually	Non-irrigated lawn-Mow bi-weekly in the growing season. Spray and remove weeds mechanically or by hand from hard surfaces.	Ш	0.37		-	
	4 times annually	Prune shrubs/frees	744	-	4	8 \$329	
22C			-	T			
Parkways along 9th	Monthly	Monitor irrigation systems and water areas without irrigation during dry season, as needed, monthly	13,116	0.82	o o	7	
Street between Job	Weekly	Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly during the growing season, as needed in the dormant season.	13,116	1.87	46 86	10	
Corps and 1400's		Pick up fallen branches turf		0.03		2	
		Pick up litter turf		0.03	46	2	
		Pick up fallen branches		90.08		3	
		Fick up litter		0.11			
	Di-weekly	Blow hard surfaces and remove plant dehris	44 007	0.44	25 112	7	
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	L	1.26	-	- 00	
	4 times annually	Prune shrubs/trees		3	1	10	
		Fertilize lawns	13,116	-	4		
				+	24	248 \$10,260	
23				T			I
Legal Bidg	Weekly	Pick up fallen branches		0.53		**	
		Pick up litter		0.53	26 14		
	Bi-weekly	Non-irrigated lawn-Mow bi-weekly in the growing season.		3.45			
	Monthly	Blow hard surfaces and remove plant debris		0.02	12	0	
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	1,650	0.05		0	
	4 times annually	Prune shrubs/trees	20,680	21	4 83	189 \$7,837	
24							
Nimitz	Twice weekly	Operate manual irrigation systems and water areas without irrigation during dry season, as needed, up to twice weekly	51,681	1.62	91 147	_	
	Weekly	Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly during the growing season, as needed in the dormant season.		7.38	46 340	0	
		Pick up fallen branches turf		0.13		0	
THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO I		Pick up litter fur	51,681	0.13		(0)	
		Pick in litter		17		0.10	-
	The statement of the st	Blow hard surfaces and remove plant debris	l	0.43		1	
	Bi-weekly	Trim and Edge		0.88	23 20	20	
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	43,434	1.24		7	

runally runally runally runally	5 Clear 2 Clea	2.16 2.2 1.33 2.3 2.3 2.3 2.3 2.3 2.3 2.3 2.3 2.3	26 4 4 4 4 4 6 6 4 6 7 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	103		Direct Cost
Twice Weekly Weekly Amnes amualy Ames amualy Weekly Monthly Buveekly Monthly Twos amualy Twos amualy			91 91 84 86 86 86 86 86 86 86 86 86 86 86 86 86	103		
Twice Weekly Weekly  ( times annually  ( times a	8		91 46 46 46 46 46 26 26 23	099		
Twice Weekly Weekly 6 times annually 4 times annually Weekly Monthly 6 times annually 1 times annually 7 times annually 1 times annually 1 times weekly	93		91 26 46 46 46 20 20 20 20 20 20 20 20 20 20 20 20 20		\$27,332	
Weekly Weekly Weekly Di-vecky Monthly Monthly Gi-vecky Monthly Two: Weekly Two: Weekly	0		26 46 46 26 26 26 26 26 26 26 26 27 28			
Weesky 4 times annually 4 times annually Weesky Monthly 6 times annually 6 times annually 1 times annually 1 times annually 1 times annually			46 26 46 26 26 26 20 20 20 20 20 20 20 20 20 20 20 20 20	99		
6 times annually 4 times annually Weekly Byweekly Byweekly G times annually 6 times annually 1 times annually Times Weekly			26 26 26 26 26 27 23	61		
6 times annually 4 times annually Weekly Bi-weekly Monthly 6 times annually 1 times annually Tuces Weekly Tuces Weekly			26 46 26 26 26 26 23			
6 times annually 4 times annually Weekly Buweekly Monthly Monthly 4 times annually 4 times annually Twice Weekly			46 46 26 23	8		
6 times annually 4 times annually Weekly Enweekly Monthly 6 times annually 4 times annually 7 times annually 1 times annually			26 23	-		
6 times annually 4 times annually Weekly Buweekly Monthly Monthly 4 times annually 4 times annually Twice Weekly			26 26	-		
6 times annually 4 times annually Weekly Howeekly Monthly 6 times annually 6 times annually 1 times annually Times Weekly			23	2		
6 times annually 4 times annually Weekly Buweekly Monthly Girnes annually 4 times annually Twice Weekly			62	2		
4 times annually Weekly Weekly Bi-weekly Monthly G times annually G times annually Turce Weekly			2	9		
4 firmes annually Weekly Buweekly Monthly 6 firmes annually 4 firmes annually Twice Weekly	3,846		,	,		
Weekly Bi-weekly Monthy Amonthy Come amounthy 4 times amounthy Two: Weekly	9,347		4	15		
Weekly Buweekly Monthly G trnes annually 4 trnes annually Twice Weekly			4	2		
Weekly Buweekly Monthly G times annually 4 times annually Twice Weekly				184	\$7,635	
Weekly  B-weekly  Morthly  G tress amusily  G tress amusily  Twice Weekly						
B-weeky Monthy G Irnes annualy 4 Irnes annualy Twize Weeky	53,915			7		
Monthly Monthly 6 times annually 4 times annually 7 two Weekly Two Weekly	53,915	1		7		
Monthly G times annually 4 times annually Twice Weeldy Twice Weeldy	25,933	3 0.86	24	21		
Mortish Mortish Mortish Genes annually 4 times annually 1 twce Weekly Weekly Weekly	27,982					
6 times annually 4 times annually Twice Weekly Weekly	826		6			
4 times annually Twice Weekly Weekly				9		
Twice Weekly Weekly	2,593	33	4		\$3,032	
Twice Weekly Weekly						
Weekly		1	104	52	-	-
Weekly		2 2	104	52	\$2,155	\$783
Weekly						
	46,628	0.12	26			
	46,628	28 0.12	26	60		
Bi-weekly Non-irrigated lawn—Mow bi-weekly in the growing season.	18,414		12			
and the same the same of the same	28,214		12		-	
T	544	1.21	5	11		
4 times annually Prune shrubstrees			0			
П				33	\$1,348	
		1	I			
Palm Park Twice weekly Hand water areas without irrigation during dry season, as needed, up to twice	ed, up to twice 53,926	4.15	91	377		

				t		200000000000000000000000000000000000000		
AREA#	ACTIVITY	ACTIVITY DESCRIPTION	Area	55	Freq	Total Hours per Year	Labor and Indirect Amount	Associated Direct Cost
	Weekly	Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly	53,926	2.70	46	124		
		during the growing season, as needed in the dormant season.		_				
		Pick up fallen branches turf	53,926	0.13	46	90		
		Pick up litter turf	53,926	0.13	46	9		
		Pick up fallen branches	21,904	0.05	46	en		
		Pick up litter	21,904	0.05	46	60		
		Blow hard surfaces and remove plant debris	20,535	0.21	26	2		
	Bi-weekly	Trim and Edge	3,058	6.80	6	61		
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	20,535	0.59	9	4		
	4 times annually	Fertilize lawns	53,926	2	4	6		
		Prune shrubs/trees	768	-	4	9		
		The strategic and the strategi			1			
				T		601	\$24,908	
20A			1	Ì				I
Star Barracks	Weekly	Pick up fallen branches	543.291	1.36	52	71		
		Pick up litter	543,291	1.36	52	7.1		
	Bi-weekly	Non-irrigated lawn-Mow bi-weekly in the growing season.	304,239	10.14	24	243		
		Blow hard surfaces and remove plant debris	239.052	2.39	26	62		
	Monthly	Edge and trim	9.230	5.13	di	46		
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	239,052	6.83	9	41		
	4 times annually	Prune shrubs/trees	121,696	49	4	195		
	And the second second second second	Weed ground cover and/or rock slopes		I				
			l	Ī		720	120 407	
				Ī		143		
29B				Ī				
Great Lawn	Twice weekly	Hand water areas without irrigation systems and water areas without irrigation during dry season, as needed, up to twice weekly	117,971	3.69	91	335		
		Monitor irrigation systems and water areas without irrigation during dry	39,324	2.46	6	22		
		Fmoty 6 trash cans	4	1.5	104	156		
		Disposal of Trash - Prorated Dumpster Cost	9	2		0		\$2,350
	Weekly	Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly during the growing season, as needed in the domant season.	157,295	7.86	46	362		
		Pick up fallen branches	316,940	0.40	46	18		
		Pick up litter	316,940	0.79	46	36		
		Blow hard surfaces and remove plant debris	138,445	1.38	26	36		
	Bi-weekly	Trim and Edge	2,832	6.29	6	57		
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	138,445	3.96	9	24		
-	4 times annually	Fertilize lawns	157,295	_	4	26		
Married Statement		Prune shrubs/trees	4,500	1 22	4	18		
		viced ground cover and rock stopes	21,200	1	7	97	ı	
				Ì		1,119	546,370	
29C	Tuine	Enough of treats some		,	10,	, ,,,		
wall from south and of	wice meenly	Disposal of Teeh - Donated Dumerter Cont	7	2 0	104	200		24 701
יייי שמתוו מחום		Cappage of the state of the sta	7	7				/90,10

- P	YTIN						I shor and	
	DULE	ACTIVITY DESCRIPTION	Area	Hrs	Freq	Total Hours per Year	Indirect	Associated Direct Cost
		Pick up fallen branches	71,734	06:0	46	41		
		Pick up litter	71,734	0.90	46	41		
		Blow hard surfaces and remove plant debris	806'05	0.51	26	13		
	nually	Spray and remove weeds mechanically or by hand from hard surfaces.	50,908	1.45	9	6		
	nually	Weed rock slopes along sea wall	20,826	7	4	28		
П						236	\$9,790	
I				Ī	Ī			
Fogwatch picnic area Twice weekly	ekty	Empty 5 trash cans	5	1.3	104	130		
trash cans		Disposal of Trash - Prorated Dumpster Cost	9	2		130	\$5,388	\$1,959
30 Twice weekly	kly	Hand water areas without irrigation during dry season, as needed, up to twice	38,054	2.93	91	266		
Star barracks Weekly		Weekly Mow lawn areas, as needed to maintain furf at 2.5 to 3.5 inches. Weekly	38,054	1.90	46	88		
		during the growing season, as needed in the dormant season.	38.054	0.10	AR			
The same is not a supplication of the sa		Dick in litter turk	20.064	0,00	9	-		
-		Pick up fallen branches	152.588	0.19	26	ŧ w		
		Pick un litter	152 588	0.38	26	10		
		Blow hard surfaces and remove plant debris	141,013	1.41	26	37		
Bi-weekly		Non-irrigated lawn-Mow bi-weekly in the growing season.	11,575	0.39	24	6		
		Trim and Edge						
6 times annually	nually	Spray and remove weeds mechanically or by hand from hard surfaces.	141,013	4.03	9	24		
4 times ann	unally	Perilize lawns	38,054	7	4 4	0		
		Linie Siliuosinees	8+0'0	0	*	02		
						474	\$19,651	
31 Park lot next to Weekly		Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly Induring the growing season, as needed in the domant season.	Lawn is part of California Ave	alifornia Av	9			
Library		Blow hard surfaces (streets only) and remove plant debris	21,680	0.22	26	9		
		Pick up fallen branches	165,312	3.00	46	138		
		Pick up litter	165,312	0.41	46	19		
6 times annually	nually	Spray and remove weeds mechanically or by hand from hard surfaces.	111,590	3.19	9	19		
4 times annually	nually	Prune shrubs/trees	13,431	13	4	54		
		Weed plant beds	53,722	18	4	72		
						307	\$12,728	
32								
Bldg 1 Twice weekly	kly	Manually operate irrigation systems and water areas without irrigation during dry season, as needed, up to twice weekly	15,329	0.48	91	44		
		Hand water areas without irrigation during dry season, as needed, up to twice weekly	5,110	0.39	91	36		

ACTIVITY WEEKLY	ACTIVITY DESCRIPTION ACTIVITY DESCRIPTION Move areas, as reverded to maintain furf at 2.5 to 3.5 inches. Weekly during the gowners assesson, as reverded in the dormant season. The to, the little factor that the dormant season. The to, the little factor that the dormant season. The to the little factor that the dormant season and the dormant season. Where fingation is shown, hand water areas without irrigation during dry Move level and areas, as needed for maniform that as 2.5 to 3.5 inches. Weekly Move level areas, as needed in the dormant season. Fetting its part as a needed in the dormant season.	Area 15,329	F.F.		Total Hours	Labor and	
	refect to mannian turf at 2.8 to 3.5 suches. Weekly son, as needed in the domaint season.  I remove plant debris  dismove plant debris  did not nock slopes.  did not nock slopes.  In blide weekly to be a 3.5 suches. Weekly seeded to maintin tuf at 2.8 3.5 suches. Weekly son, as needed in the domaint season.	15,329		Freq	per Year	Indirect	Associated Direct Cost
	is on, as needed in the dominant season.  If remove plant debris  If remove plant debris  If one continues on the hand from hard surfaces,  If one continues on the hand from hard surfaces,  If one continues on the hand from hard surfaces,  If one make areas without ingainen during dry  It on bridge weeper on weekeld in the dominant season.  It of continues the dominant season.  It of continues the continues of		4.38	46	201		
	of remove plant debris  didor roots slopes  didor roots slopes  who hard water areas without irrigation during dry  to bruce weep considerable to 3.5 in cheek weeked to maintain fut at 2.5 to 3.5 inches. Weekey soon, as needed in the dormant season.					-	
	of remove plant debris dis mediantelally or by hand from hard surfaces, edior nock slopes diversely and the plant from hard surfaces, who had water areas without irrigation during dry to bridge weeker an examination and a 2.6 o.3.5 mothers. Weekely soon, as needed in the domaint season. Stuff	103,127	14.0	40	20 0		
	of minore plant users.  Side mechanically or by hand from hard surfaces.  Indior rock slopes  who hand water areas without irrigation during dry  in bruce weeting to 3.5 to 3.5 inches. Weekly  soon, as needed in the domant season.	103, 127	0.4	040	20 0		
	rish medianically or by hand from hard surfaces.  Idor nock slopes  who have a surface or by hand from hard surfaces.  In blick weeker areas without irrigation during dry  to blick weeker areas without irrigation during dry  soon, as needed in the domain tradition. Weekey  soon, as needed in the domaint season.	134, 100	40.00	97	900		
	std mechanically or by hand from hard surfaces.  Idior rock slopes who, hand water areas without irrigation during dry to bride weeting seeded to mailtain fut at 2.5 to 3.5 inches. Weeting seeded to mailtain fut at 2.5 to 3.5 inches.	4 000 K	00.1	7 0	000		
	did rock slopes did rock slopes The slope should regard out of the slope	424 400	2 00	0	200		
	dior rock slopes wn, hand water areas without irrigation during dry In bluds weeting In bluds weeting soon, as reected in the dormant season. It full is that it is a soon as the season.	15 329	0.00	0 0	200		
	w.n. hand water areas without irrgation during dry to be block seeded to maintain furf at 2.6 o.3.5 inches. Weekly soon, as needed in the domaint season.	8.500	3	4	11		
	wm, hand water areas without irrigation during dry to twice weeky seeded to maintain tuff at 2.5 to 3.5 inches. Weekky soon, as needed in the dormant season.				442	\$18,338	
	www. hand valera areas without irrigation during dry to byice weekly seded to maintain turf at 2.5 to 3.5 inches. Weekly son, as needed in the dormant season.						
	eeded to maintain turf at 2.5 to 3.5 inches. Weekly ison, as needed in the dormant season.	10,955	0.84	91	11		
	s turf	10,955	1.56	46	72		
		10,955	0.03	46	-		
		10,955	0.03	46	-		
	9	73,043	0.18	46	00		
		73,043	0.18	46	00		
	Non-irrigated lawn-Mow bl-weekly in the growing season.	3,101	0.10	24	2		
	Blow hard surfaces and remove plant debris	61,562	0.62	26	16		
		535	1.19	12	14		
	Spray and remove weeds mechanically or by hand from hard surfaces.	61,562	1.76	9	=		
	oldor mok elones	10,541	2 70	4	42		
		200,0	1		100	ı	-
			T		265	\$10,967	
		243.120	0.61	52	32		
		243,120	0.61	52	32		
П	Blow hard surfaces and remove plant debris	235,140	2.35	26	61		
Ī	Spray and remove weeds mechanically or by hand from hard surfaces.	235,140	6.72	9	40		
į		3,969	4	4	16		
Weed ground cover and/or rock slopes	id/or rock slopes	7,980	2.66	4	11		
			Ť		191	\$7,923	
	Transport of the Control of the Cont						
Iwice weekly Manually operate impation systems and wa	Manually operate irrigation systems and water areas without irrigation during dry season, as needed, up to twice weekly	14,016	0.44	9	49		
Weekly Mow lawn areas, as n	Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly	14,016	2.00	46	92		
during the growing se	during the growing season, as needed in the dormant season.						
Pick up fallen branches turf	s turf	14,016	0.04	46	2		
Pick up litter turf		14,016	0.04	46	2		
Pick up fallen branches	8	269,970	0.67	46	31		
Pick up litter		269,970	0.67	46	31		
Blow hard surfaces ar	Blow hard surfaces and remove plant debris	263,500	2.64	26	69		

AREA#	ACTIVITY	ACTIVITY DESCRIPTION	Area	Hrs	Freq	Total Hours per Year	Labor and Indirect Amount	Associated Direct Cost
		Non-irrigated lawn-Mow bi-weekly in the growing season.	12,500	0.42	24	10		
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	263,500	7.63	0	45		
	4 times annuary	Fortilize upons	14,016	94		N 5		
		Weed rock slopes along sea wall	6,470	2.16	. 4	90		
					1	386	\$15,977	
36 bander 3	Wieskly	Pick on fallen branchen	567 903	200	40	-11		
(Note - California		Pick up litter	267.203	0.07	46		1	l
Avenue portion is in	Bi-weekly	Blow hard surfaces and remove plant debris	246,843	2.47	20	2		
Area 37)	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	246,843	7.05	9	42		
	4 times annually	Prune shubs/frees	1,300		4	9		
		Wheel rock aloper along sea wall	20,360	6.79	4	27		
						200	\$8,301	
37								
Parkways along	Twice weekly	Manually operate impation systems and water areas without infgation during dry season, as needed, up to twice weekly	81,957	2.56	91	233		
California Avenue	Weekly	Mow tawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly	81,057	11.71	40	630		
		during the growing season, as needed in the domant season,						
		Pick up fallen branches turf	197,429	0.40	46	23		
		Pick up litter furf	107,429	0.40	40	23	-	
	fil seculths	Data and Education and forming paint dotum	110,472	1.10	70	30		
	G times constalls	Corner and carones assemble reachbackers has book from back an farmer	446 470	0.00	7	777		
	A times approally	Spring and remarks werens illocatements of by their distributions.	R1 967	3,000	0	14		
		Prupe shrubs/frees	20.489	20	4	82		
						1,190	\$49,310	
3.8				I				
Causoway	Three times weekly	Finply 10 trash cans at tourist stop and Clipper Cove	10	2.6	160	390		
		Disposal of Trash - Prorated Dumpster Cost	10	6	0	0		S5 876
-		Pick up litter	231.083	0.58	156	06		
	Twice Weekly	Blow hard surfaces and remove plant debrie	142.808	1.43	26	37		
		Munitor irrigation systems and water areas without irrigation during dry	59,325	4.56	0	41		
		season, as needed, up to twice weekly						
	Weekly	Mow lawn areas, as needed to maintain turt at 2.5 to 3.5 inches. Weekly	59,325	8.419	40	390		
		Control and growing begann, as revenue in the control action.	204 000	000	40			
	Bi-weedle	Track up rainer branches	1 130	2 63	12	30		
	6 times annually	Soray and remove weeds mechanically or by hand from hard surfaces.	142 808	A 0R	0			ľ
	4 times annually	Fodilize tawns	50,325		4			ľ
		Prune shrubs/frees	2,016	O4	4			
		Weed ground cover and/or rock stopes	28,950	9.66	4	39		
	3 times annually	Plant annuals plants for color moder II entry sign and circle bed to Carseway		30	2	09		

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						Revised Scope - FY 2010-2011	e - FY 2010-20	=
AREA#	ACTIVITY		Area	E S	Freq	Total Hours per Year	Labor and Indirect Amount	Associated Direct Cost
		Furnish 50 Flats of Flowers, each color change	909	1,800	2			\$3,600
		Detail flower beds	810	1.6	46	75		
			T	Ì		1,22,1	\$50,586	-
38 A								I
Clipper Cove	Weekly	Pick up fallen branches	64,885	0.16	26	4		
		Pick up litter	64,885	0.16	26	4		
		Blow hard surfaces and remove plant debris	21,978	0.22	26	9		
	Twice Weekly	Empty 6 trash cans along path	9	1.5	104	15		
		Disposal of Trash - Prorated Dumpster Cost	9	2				\$2,350
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	21,978	0.63	9	4		
	4 times annually	Weed ground cover and/or rock slopes			0	0		
		Prune trees/shrubs	17,271	17	4	69		
						243	\$10,070	
30				Ť				
Perimeter Path	Weekh	Pick up fallen branches	171 000	0.43	36	11		
		Pick up litter	171 000	0.43	36			I
		Blow hard surfaces and remove plant debris	54,000	0.54	26			
	Twice weekly	Empty 3 trash cans along path (Does not include those not accessible)	6	0.8	104			
		Disposal of Trash - Prorated Dumpster Cost	8	2				\$1.175
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	54,000	1.54	9	6		
	4 times annually	Weed ground cover and/or rock slopes	117,000	39.00	4	156		
		Prune shrubs/trees						
				Ì		280	\$11,584	
40			1	T				I
Macalla Lawn	Weekh	Pick up fallen branches	71.188	0.36	26	on		
		Pick up litter	71,188	0.18	92	5		
	Bi-weekly	Blow hard surfaces and remove plant debris				0		
		Non-irrigated lawn-mow bi-weekly during growing season, as needed in the	71,188	10.17	56	264		
		dormant season.						
	Monthly	Edge and trim				0		
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.				0		
	4 times annually	Prune shrubs/trees	3,559	4	4	14		
				Ì		293	\$12,123	
41 Mimits Bood	Missish	Diale and fallow become hone	200 27					
NIMILE NOOU	vrceny	PICK Up Tallen Drancies	10,0,01	0.00	25	4		
	Distraction	Pick up litter	15,875	0.04	25	2		
	o timor agently	Corner and commerce and remove plant debuts from head from head and commerce	2000	2 4	07	1		-
-	4 times annually	Missel pround cover and/or rock closes for fire break	10,0/0	0.40	0	2 00		
	The second	Prune trees/shrubs	19 050	190	1 4	92		
						115	\$4,751	
						100000000000000000000000000000000000000		
42	100				-			
Macalla Court	Weekly	Pick up fallen branches	9.000	0 0 0	52	0		

	ACTIVITY DESCRIPTION.  Fig. to life life.  Bell what such case and enrouse part debris.  Bell what such case and enrouse part debris.  Wased ground corne und/or rock depas for fire break.  Pelus shrubstrees.  Pelus is laten branches.  Pelus is laten branches.  Pelus is laten branches.  Bell with all surfaces and enrouse plant debris.  Bells with all surfaces weekes mendionally or by hand from hand surfaces.  Signs and enrouse weekes mendionally or by hand from hand surfaces.  Week ground cover and/or rock depase for file break.	Area 9,000 9,000 9,000 14,400	£	į	Total Hours	Labor and Indirect	
B-weekly 6 imes annually 4 imes annually 4 imes annually 6 imes annually 6 imes annually 6 imes annually 6 imes annually 8 imesky 8	Use little Arthur State and remove plant debries and state states and remove plant debries. And surfaces and remove plant debries and grown candor rock stopes for the break me shrubshees; the shrubshees; the shrubshees; the shrubshees; the shrubshees; the shrubshees and remove plant debries and remove plant debries and remove plant debries and surfaces and remove plant debries and surfaces and remove plant debries.	9,000 9,000 9,000 14,400		Lued		Amount	Associated Direct Cost
6 times amough 4 times amough 4 times amough Weekly 6 times amough 6 times amough 4 times amough Weekly Weekly Blaveckly	A reas of small sound such cooks.  A say and enrow- weeken mechanishy by hand from hand surfaces.  Say and enrow- weeken mechanishy by hand from hand surfaces.  In all the panches of the	9,000	0.02	52	-	Married or other death of the land	the state of the same of the same of
4 times annually Weekly Blueckly 4 times annually 4 times annually Weekly Blueckly Blueckly	of ground cover and/or rock slopes for the break the shutchings up fallen bearches to fillen bearches to fillen bearches to fillen bearches and serbesse and remove plant debris and surfaces and remove plant debris and surfaces.	14,400	0.08	56	N	-	
Weekly Blavesky 6 times annually 4 times annually Weekly Weekly Blavesky	ne shubstrees cur fallen banches by alf and surfaces and remove plant debris ay and remove wedes mentalisty or by hand from hand surfaces.		0.20	0 4	19		
Weekly Bi-weekly C times annually 4 times annually Weekly Bi-weekly	ur, fallen branches y pi ald rennew ende merbanding by part debris y grand rennew evedes merbanding by by had from hard surfaces.	14,400	14	4	99		
Weekly  Blacedy  C bross armelly  4 bross armelly  Weekly  Blacedy	ur, fallon branches v. p. liet. W jans attribues and remove plant debris by and enterve weeks inchalancely or by Jand from hard surfaces. elg ground cover and/or nock slopes for the break.				84	\$3,489	
Weekly Blavecky G times annually 4 times annually Weekly Discretchy	Lilen branches we filter what surfaces and remove plant debris what surfaces and remove plant debris and remove weeks nechanically or by hand from hard surfaces. egg fround cover and/or rock alopes for line blank		I				
Blaveekly 6 times annually 4 times annually Weekly Blaveekly 6 laveekly	cup titler where sand remove plant debris where surfaces and remove weeds mechanically or by hand from hard surfaces. By and remove weeds mechanically or by hand from hard surfaces. By ground cover and/or rock slopes for fire break.	10,000	0.05	12	-		
6 times annually 4 times annually 4 times annually Weekky Bueekky 6 times annually	when surfaces and returner grain getting.  It is not surfaces, and returner grain grain or by hand from hard surfaces, any and remove weeds mechanically or by hand from hard surfaces.  ed ground cover and/or rock slopes for life break	10,000	0.03	12	0		
A times annually Weekly Bi-weekly a inconstant	ed ground cover and/or rock slopes for fire break	10,000	0.10	N			
Weekly B-weekly a licens connib.		7,500	9.29	0 4	38		
Weekly Bi-weekly	Prune shrubs/trees	7,500	88	4	30		
Weekly Bi-weekly					7.1	\$2,955	
Weekly Bi-weekly							
	Pick up fallen branches	77,610	0.39	52	20		
Т	PICK up litter	77,610	0.19	52	10		
	Blow hard surfaces and remove plant depils  Spray and remove woode machanically or by head from hard surfaces	77.640	970	97	200		
4 times annually (Mee	Meed pround cover and/or rock stones for the break	17 156	27.7	0 5	2 8		
1	Prune shrubs/trees	17,156	17	4	69		
					218	\$9,041	
45			Ī				
Yerba Buena Road Weekly Pick	Pick up fallen branches	56,420	0.28	52	15		
	Pick up litter	56,420	0.14	52	7		
Bi-weekly Blow	Blow hard surfaces and remove plant debris	56,420	0.56	56	15	-	
T	Spray and remove weeds mechanically or by hand from hard surfaces.	56,420	1.61	2	20	-	
Τ	Prine shruhsthees	14 105	14	7	26		
					173	\$7,182	
46			T				
Forest Road Weekly Pick	Pick up fallen branches	33,100	0.17	26	4		
	Pick up litter	33,100	0.08	26	2		The same of the sa
	Blow hard surfaces and remove plant debris	33,100	0.33	12	4		
6 times annually Spra	Spray and remove weeds mechanically or by hand from hard surfaces.	33,100	0.95	9	9		
T	Weed ground cover and/or rock stopes for tire break Perme shrinks/frees	6,205	20 00	4 4	37		
	0000150011600	2			72	\$2,982	
47			Ť	-			
Signal Road Weekly Pick	Pick up fallen branches	15,680	0.08	26	2		
	Pick up litter	15,680	0.04	26	-	and the same	
BI-weekly Blow	Blow hard surfaces and remove plant debris	099'61	0.16	50	4	-	
Ī	Spray and remove weeds mechanically or by hand from hard surfaces.	15,680	0.45	٥٧	2 4		

						Revised Scope - FY 2010-2011	e - FY 2010-2	211
AREA#	ACTIVITY	ACTIVITY DESCRIPTION	Area	FI	Freq	Total Hours per Year	Labor and Indirect Amount	Associated Direct Cost
		Prune shrubs/trees	2,940	6	4	12	\$1 50d	
48A	Weekh	Pick up fallen branches	45.540	0.23	52	12		
		Pick up litter	45,540	0.11	26	0		
	Bi-weekly	Blow hard surfaces and remove plant debris	45,540	0.46	12	2		
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	45,540	1.30	9	80		
	4 times annually	Weed ground cover and/or rock slopes for fire break	7,590	6	4	38		
		Prune shrubs/frees	7,590	00	4	30	\$3,994	
488				T				
TI Road and	Weekly	Pick up fallen branches	64 410	0.32	52	17		
Hillcrest Road		Pick up litter	64.410	0.16	26	4		
	Bi-weekly	Blow hard surfaces and remove plant debris	64.410	0.64	12	00		
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	64,410	1.84	9	11		
	4 times annually	Weed ground cover and/or rock slopes for fire break	10,735	13	4	54		
		Prune shrubs/trees	10,735	11	4	43		
						136	\$5,649	
Jak				Ī				
Northeate Drive	Weekly	Pick un fallen hranches	55 620	0.28	52	14		
		Pick up litter	55,620	0.14	26	4		
	Bi-weekly	Blow hard surfaces and remove plant debris	55.620	0.56	12	7		
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	55,620	1,59	9	10		
	4 times annually	Weed ground cover and/or rock slopes for fire break	9,270	12	4	46		
	Andrew Market and Andrew Control	Prune shrubs/trees	9,270	6	4	37		
						118	\$4,878	
49 Ounters 4.7	Twice Months	Manually acceptor indention and company and united and united and indention of the same	07 444	0		02	Annual Section of the Party of	
	tarace security	dry season, as needed, up to twice weekly	117	0.00	b	0		
	Weekly	Pick up fallen branches	39,174	0.20	46	o		
		Pick up litter	39,174	0.10	46	2		
		Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly	27,444	3.92	46	180		
		during the growing season, as needed in the dormant season.						
		Pick up fallen branches turf	27,444	0.07	46	e		
		Pick up litter turf	27,444	0.07	46	3		
-	Bi-weekly	Non-irrigated lawn-Mow bi-weekly in the growing season.				0		
		Trim and Edge	720	1.60	6	14		
		Blow hard surfaces and remove plant debris	34,974	0.35	28	on I		
	Monthly	Prune shrubs/trees	4,117	4	6	37		
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	34,974	1.00	9	9		
	4 times annually	Weed ground cover and/or rock slopes for fire break	4,200	-	4	9		
-		LEI(III)CE IRMNIS	27,444		4	٥	ı	The second second second
APPROXIMATE AN INCIDENT A SAME ASSESSMENT OF PERSONS ASSESSMENT OF		The second secon			-	355	\$14,709	-

Area   163							Revised Scop	Revised Scope - FY 2010-2011	111
Twice Weekly   Manually operate impation systems and water areas without impation during   18,385   0.55   0.55   0.55	AREA#	ACTIVITY	ACTIVITY DESCRIPTION	Area	Hrs	Freq	Total Hours per Year	Labor and Indirect Amount	Associated Direct Cost
Pick by piles to another particles and pick weekly   Pick by piles to another pick by p	50 Quarters 240	Twice Weekly	Manually operate irrigation systems and water areas without irrigation during	18.985		91	54		
Pick up litter hardvises   13,102   0,07   0,05			dry season, as needed, up to twice weekly						
Prick up life		Weekly	Pick up fallen branches	13,102		46	3		
Move Now not because as enceded for maintain furf at 2 to 5 s forches. Weekly (Move Now not because an enceded for maintain furf at 2 to 5 s forches. Weekly (Move Now not because and not to 2 common to 3 comm	-		Pick up litter	13,102		46	2		
Pick to plate that Andrews and the proving season   18,8856   0.05			Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly during the growing special as needed in the dormant special.	18,985		46	125		
Bi-weekly   Pick up life flow—Allow bi-weekly in the growing season   15,056   0.05   0.05   0.05			Pick up fallen branches turf	18 985	ı	46	6		
Bi-weekly   When-finised behaveekly in the growing season,   13,102   0.13   25   0.55   0.			Pick up litter turf	18.985	l	46	2 6		
New high Editions and features and remove plant debrits   13,102   0,13   0,1		Bi-weekly	Non-irrigated lawn-Mow bi-weekly in the growing season.		ı	2			
Three annually   Prime at State   Prime and State   Prime at State   Pri			Blow hard surfaces and remove plant debris	13,102	0.13	26	9		
Mornely   Prime structure weekers mechanically or by land from hard surfaces   2,546   3   9   26   26			Trim and Edge	263		6	S		
Finnes annually   Sinny and remove weeks mechanically or by land from hard surfaces   13,100   0.37   0.224     Wheeld ground cover and/or rock alopes   12,100   1		Monthly	Prune shrubs/trees	2,848		6	8		-
Wive a ground cover and/or rock abjess   Twice Weekly   Wanually operate irrigation by where areas without irrigation during dry   1,874   0.05   0.05   0.05		6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	13,102		9	2		
Twice Weekly   Manually operate implian splems and valier areas without impalion during   1,574   0.05   0.05			Weed ground cover and/or rock slopes						
Twice Weekly   Minutally operate irrigation systems and water areas without irrigation during dry 1,574   0.00   0.00							224		
Twice Weekly   Manually operate insignation systems and water areas without impailton during dry   4,373   0.34   0.05   0.05	51								
Wheekly         Wheekly         4,373         0.34         0           Pick up later facebod, up to the seed of the community	Quarters 62	Twice Weekly	Manually operate irrigation systems and water areas without irrigation during dry season, as needed, up to twice weekly	1,874		0	0		
Weekly   Pictor piller transferd   Pictor piller   Pictor piller			Where imgation is shown, hand water areas without irrigation during dry	4,373		0	0		
Picking plant handcases   11,3356   0.006   14,000   14			season, as needed, up to twice weekly						
Pick to life in Pick in Pick to life in Pick in Pick to life		Weekly	Pick up fallen branches	11,335		26	-		
New York of State 2   New York of State 3   New York of State 3			Pick up litter	11,335		26	-		
Blowneeby   Row-Inspirate part   Row-Inspirate pa			Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly during the growing season, as needed in the dormant season.	6,247		0	0		
Non-Insigned (awa-Abov bavelely) during growing season   4,000   0.13   12   2     Non-Insigned (awa-Abov bavelely) during growing season   3,124   3   9   28     Non-Insigned (awa-Abov bavelely) during growing season   3,124   3   9   28     Non-Insigned (awa-Abov bavelely) during growing season   3,124   3   9   28     Invesa annually   Printer strukelviews   2,124   3   9   28     Invice weekly   Minaually operate impairs systems and water areas without impairs in during   8,400   0.25   9   37     Invice weekly   Minaually operate impairs systems and water areas without impairs in during   8,400   0.25   9   1     Invice weekly   Minaually operate impairs systems and water areas without impairs in during   8,400   0.25   9   1     Invice weekly   Minaually operate impairs areaded in mandam for 41.5 to 5.5 inches. Weekly   8,400   0.25   6   1     Print in the mandam for an area for the during season is a reeded of in the dominant season. Season of the control of the season of the season of the during season of the se		Bi-weekly	Non-irrigated lawn-Mow bi-weekly during growing season	6,247		12	2		
Monthly   Thin March May be leverably during growing sesson   1,200   1,000			Blow hard surfaces and remove plant debris	4,000		12	2		
Monthly   Tran and California   Transaction   Tran			Non-irrigated lawn-Mow bi-weekly during growing season				0		
Monthly   Prime structure weekes mechanically or by land from hard surfaces   3,126   9   28			Trim and Edge				0		
6 times annually   Wised graves weeds incetantically of by hand from hard surfaces   4,000   0,11   6   1		Monthly	Prune shrubs/trees	3,124		6	28		
4 finnes annually   Welled ground cover and/or rock slopes for fire break   1,087   0   0   0		6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	4,000		6	1		
Ferrilize lawns   Ferrilize lawns   6,247   0   0   0     Twice weekly   Minauably operate impation systems and water areas without impation during   8,400   0.25   5   2     Wheekly   Minauably operate impation systems and water areas without impation during   8,400   0.25   5   2     Wheekly   Minauably operate impation systems and water areas wheekly   8,400   0.25   5   5     Christop law unachies fund maintain fund at 2 to 0.3 is inches. Weekly   8,400   0.25   6   1     Christop law unachies fund maintain fund at 2 to 0.3 is inches. Weekly   8,400   0.25   6   1     Christop law unachies fund maintain fund at 2 to 0.3 is inches. Weekly   8,400   0.25   6   1     Christop law unachies fund entered in the dominant season.   8,400   0.25   6   1     Christop law unachies fund entered in the dominant season   8,400   0.25   6   1     Christop law unachies fund entered in the dominant season   8,400   0.25   6   1     Christop law unachies and cerea plant debris   8,400   0.25   6   1     Christop law unachies and cerea plant debris   8,400   0.25   6   1     Christop law unachies and cerea plant debris   8,400   0.25   2   1     Christop law unachies   8,400   0.25   2   1     Christop law unachies and cerea plant debris   8,400   0.25   2   1     Christop law unachies   8,400   0.25   0.25   1     Christop law unachies   8,400   0.25		4 times annually	Weed ground cover and/or rock slopes for fire break	1,088	0	4	-		
Twice weekly   Manually operate imgation systems and water areas without ingation during   8,400   0.25   51   24			Fertilize lawns	6,247	0	0	0		
Twicze weekly         Manually operate impalion systems and water areas without impalion during of specific up to the weekly.         8.400         2.26         91         2           Weekly         Whow leven neests, a secked to maintain inf at 25 to 35 inches. Weekly during the growing season, as needed in the dormant season.         8.400         1.20         46							37	\$1,516	
Market weepsy   Market Weeps	52 Control Book	Tribermeeth		0 400		0	č		
Move lawn attests, as needed of maintain for all 2 to 9.5 inches. Weekly   8,400   1,20   46   46	Captallis rain	inice meduly	dry season, as needed, up to twice weekly	201-0		0	\$	_	
during the growing season, as needed in the dormant season,   8,400   0.022   46		Weekly	Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly	8,400		46	55		
Pick to plate that more surf         8,000         0.02         46           Pick up latter unarches         8,000         0.02         46           Pick up fallern branches         650         0.00         46           Flave sandoox and enrowe plant debris         650         0.00         46           Timm and close         240         0.53         24           Stapp and enrowe weeds mechanically or by hand from hard surfaces         240         0.53         24			during the growing season, as needed in the dormant season.						
Pick up fallers Luft			Pick up fallen branches turf	8,400		46	-		
Pick up little         Pick up			Pick up litter turf	8,400		46	-		
Pokt, up			Pick up fallen branches	680		46	0		
Rake sandbox and remove plant debrits 240 053 24 17tm and Edge 240 053 24 Spray and vertone weeds mechanically or by hand from hard surfaces.			Pick up litter	089		46	0		
Trim and Edge 240 0.53 24 Spray and remove weeds mechanically or by hand from hard surfaces.	-		Rake sandbox and remove plant debris	989		46	10		-
Spray and remove weeds mechanically or by hand from hard surfaces.		Bi-weekly	Trim and Edge	240		24	13		
Ī		6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.						

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			1		Revised Scope - FY 2010-2011	e - FY 2010-20	11
ACTIVITY SCHEDULE	ACTIVITY DESCRIPTION	Area	Ę	Freq	Total Hours per Year	Labor and Indirect Amount	Associated Direct Cost
times annually	Fertilize lawns Prune shrubs/frees	1,680	0 0	4	7		
					118	\$4.878	
-							
			1				
Weekly	Pick up fallen branches	1,200	0.0	52	0 0		
	Move law areas, as needed to maintain furf at 2.5 to 3.5 inches. Weekly during the growing season, as needed in the dormant season.			0			
	Rake sandbox and remove plant debris	770	0	26	7		
6 times annually				0	0		
		022	-	9	9		
	Clear paths around sand box and adjacent benches	430	-	4	2		
					15	\$624	
			Ì				
4 times annually	0						
	Adjacent to Tower Pk	9,940	12	4	90		
	Downhill from Yerba Buena Road	11,940	15	4		-	
	Adjacent to Macalla Ro, near access road	7,500	2	4			
					122	\$5,052	
4 times annually	Cut back vegetation 40 feet from buildings	40,800	51	4	,		
					204	\$8,454	
			Ī				
Monthly	Empty 30 yard dumpster for TIHDI housing						\$9,000
As needed	Reserve for minor extra work such as fallen tree limbs, storm clean up, minor imgation repair, etc.				438		
					438	\$18,133	
			_	Hours	14,776		
				Labor and Indirect	ndirect	\$612,340	
				Associated Direct	Direct		\$28,660
				Total Cost		\$641,000	





## AGENDA ITEM 6(g)

Treasure Island Development Authority City and County of San Francisco June 9, 2010

Subject: Resolution Authorizing an Amendment to the Contract with AMEC Geomatrix,
Inc. to Extend the Term Through June 30, 2011 and Increase the Contract by an

Amount of \$190,000 for a Note to Extend Amount of \$1,700,000 for

Amount of \$180,000 for a Not to Exceed Amount of \$1,799,000 for

Environmental Consulting Services (Action Item)

Contact: Michael Tymoff, Office of Economic and Workforce Development

## SUMMARY OF PROPOSED ACTION

Authorizing an Eighth Amendment to the contract with Geomatrix Consultants, Inc. extending the term of the contract for an additional twelve months and increasing the budget by \$180,000 for an additional year of Task A and Task B scope of services.

## BACKGROUND

AMEC Geomatrix, Inc. ("Contractor") was initially selected by the Department of Public Works (DPW) through a public Request for Proposals process as part of a pool of "as needed" consultants to provide environmental review and remediation activities. On February 12, 2003, the Authority authorized execution of a contract for a not-to-exceed amount of \$541,000 to provide technical services related to monitoring the Navy's environmental remediation activities at Treasure Island. The contract was first amended in June 2004 to extend the term through August 31, 2004. Between 2004 and 2009 the Authority approved Second, Third, Fourth, Fifth, Sixth and Seventh contract amendments extending the term through June 30, 2010 and augmenting the budget consistent with additional years of scope to a total not-to-exceed amount of \$1,619,000.

At a February 22, 2006 meeting staff requested direction from the Authority Board regarding the need for the environmental engineering services, currently provided by Contractor, going forward. Staff indicated that there were two primary options for contracting for the necessary services: (1) to rely on the prior competitive solicitation in which Contractor was selected and amend the existing contract, understanding that this would require approval of the contract from the Board of Supervisors who are required to approve the Authority contracts of more than \$1,000,000; or (2) initiate a re-bid of the contract process by issuing a Request for Proposals and engaging in a new competitive solicitation process. The Authority Board directed staff to continue to contract with Contractor based on the following factors:

- The importance of maintaining continuity of oversight of the Navy's environmental program;
- A high level of satisfaction with the services being provided by Contractor and the established relationships Contractor has with the Navy and local, state and federal regulatory agencies;
- The potential problems associated with the learning curve that would be inherent with bringing a new engineering team up to speed; and,
- The understanding that there will be a more logical point at a later stage of the project in which to engage in a subsequent competitive selection process for continued environmental engineering services.

The Seventh Amendment to the contract was approved by the Authority Board on April 8, 2009 and the Board of Supervisors on May 13, 2009 based on these same factors, which will also remain the same for the upcoming FY 2010-2011.

## Scope of Services

The scope of work for the Contractor contract consists of (i) oversight of the Navy's remediation program, and (ii) assisting the Authority in property transfer negotiations with the Navy and to represent and protect the Authority's interest in Disposition and Development Agreement (DDA) negotiations with TICD to support the redevelopment plans. The two primary components of the Contractor's scope of work are summarized below.

Task A. Oversight of Navy Clean-up Program. As part of its transfer responsibilities, and pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Navy has been undertaking an environmental remediation program to meet federal and state requirements for transferring the base to the Authority in an environmental condition to support the Authority's redevelopment plans. One of the Authority's primary responsibilities is to closely monitor the Navy's environmental remediation activities to ensure that the Navy achieves the appropriate clean-up levels for planned civilian use. The Contractor's scope of work regarding this process is as follows:

- Attend and prepare information for monthly technical meetings that are held to review the status of on-going tasks and identify outstanding issues.
- Attend and prepare information for additional technical meetings to address significant issues identified at the monthly meeting.
- Attend and prepare materials for other supplemental meetings associated with risk communication and technical presentations to the Authority's management, regulators, and tenants.
- Review Navy work plans and reports which document their approach, confirm
  agreements between interested parties, and comply with regulatory requirements.
- At the Authority's request, oversee the Navy's field work or collect field samples
  to verify the adequacy of the Navy's work, or to fill a data gap critical to the
  Authority's needs that is not addressed by the Navy.

Task B. Assistance with Property Transfer and Master Developer Negotiations. The Authority has been in on-going discussions with the Navy in pursuit of property transfer for former NSTI. Initially, the Authority intended to enter directly into a Guaranteed Fixed Price contract (GFP) to perform environmental remediation services associated with an Early Transfer agreement. The first step in this process was the issuance of a request for qualifications (RFQ) and selection of an environmental engineering and remediation contractor (CH2M Hill) to complete the cleanup under the GFP. On June 13, 2007, the Authority terminated the contract with CH2M Hill with the expectation that TICD would hire an environmental engineering firm to perform environmental remediation services associated with an Early Transfer agreement.

Under an Early Transfer, the Navy would not have fully completed the remediation of the property as required by the regulatory agencies, and the Authority would have been required to complete the required remaining environmental response or corrective actions as required by Federal and State regulators. As described above, it was anticipated TICD would perform this work on the Authority's behalf as part of its obligations under the final DDA.

Under the transfer terms agreed to in December 2009, the Authority and the Navy agreed that the Navy would satisfy all applicable statutory and regulatory requirements for its remaining remediation responsibilities for the property, and prepare a Finding of Suitability to Transfer (FOST) applicable to each transfer parcel. The FOST(s) will state the property is suitable for transfer and will further contain a description of any long-term remedies (including land use controls) and responsibilities for any applicable long term monitoring, maintenance and/or reporting. The Navy has already issued a FOST for a large portion (approximately 170 acres) of the property and has stated they intend to issue a new FOST for an additional approximately 50 acres of dry lands on Treasure Island and approximately 500 acres of submerged lands by mid-2011.

The Authority and the Navy contemplate that the transfer of the property will ultimately take place in several large phases. At least two, and possibly more, phased transfers are likely to occur. The Authority and the Navy are cooperatively working towards aligning the Navy's schedule for their remaining cleanup responsibilities with the anticipated phasing of the redevelopment activities, so that FOST parcels can be transferred when needed to commence infrastructure and land improvements.

Service performed by Contractor under Task B will be similar to those previously envisioned, and will include peer review of property transfer documents, remediation contract agreements, and representing the interests of the Authority in both its negotiations with the Navy and TICD. Contractor's remaining scope of work for Task B consists of the following:

Provide technical support to the Authority throughout the property transfer
process with the Navy, and DDA negotiations with TICD, including peer review
of documents and work products prepared by the Navy, TICD and their respective
environmental consultants. Within this context, Contractor will review technical
documents related to the transfer documents, FOST and supporting environmental

- documents, including any associated legal and regulatory documents necessary to complete property transfer.
- Assist the Authority in preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process; and attending technical and strategy meetings regarding the above.

## PROPOSED CONTRACT AMENDMENT

Scope of Services and Budget. The scope of work will continue to consist of two distinct tasks and this amendment modifies the budget for both Tasks A and Tasks B, and slightly modifies the scope of services for Task B, as described above. The property transfer and environmental remediation negotiations with the Navy have taken longer than initially projected and the Contractor's scope of work remains on-going. As a result, the proposed amendment extends the time period under which Contractor of services will be performed, thereby increasing the budget amount necessary for Contractor to perform Task A and Task B services. Approximately \$6,667 per month (or \$80,000 per year) is necessary for Contractor to perform its Task A services and approximately \$8,333 per month (or \$100,000 per year) is necessary for Contractor to perform its Task B activities. This additional \$180,000 increases the total Task A budget to \$1,348,900 and the total Task B budget to \$450,100 for a total not-to-exceed amount of \$1,799,000. The contract will continue to be paid on a time and materials basis.

Term. The term of the amended contract will be extended through June 30, 2011.

Funds. The proposed modification increases the contract budget by \$180,000. These funds have been included in the redevelopment planning portion of the Authority's FY 2010-2011 budget. The entire amount of the \$180,000 contract budget increase will be reimbursed by the prospective master developer, TICD, under the terms of the Exclusive Negotiating Agreement between the Authority and TICD.

Board of Supervisors Approval. The Authority contracts in excess of \$1,000,000 or 10 years require approval by the San Francisco Board of Supervisors. Consequently, approval of this contract amendment by the Authority Board will be subject to further approval by the Board of Supervisors.

## RECOMMENDATION

Staff recommends approval of the Eighth Amendment to the contract with Contractor based on the following factors:

 The modification is consistent with the Authority's desire to continue to monitor the Navy's clean-up program to be consistent with civilian reuse of the property and to support the property transfer and master developer negotiations.

- 2. Maintaining continuity of this oversight at a key point in the Navy's clean up process merits amending the existing contract.
- 3. The contract modification does not change the fundamental scope of services outlined in the original contract.
- 4. The funds to pay for the modified contract budget are available via sources identified above.

## **EXHIBITS**

A. Eighth Amendment to Contract with AMEC Geomatrix, Inc.



[Authorizing Amendment to Contract with AMEC Geomatrix, Inc.]

Resolution Approving and Authorizing the Treasure Island Redevelopment Project

Director to Execute an Amendment to the Contract With AMEC Geomatrix, Inc. to

Extend the Term through June 30, 2011, to Modify the Scope of Services, and Increase
the Contract by an Amount Not to Exceed \$180,000 for a new Total Amount Not to

Exceed \$1,799,000 for Environmental Consulting Services.

WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America ("the Federal Government"); and,

WHEREAS, Treasure Island was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (1) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to those

portions of the Base which are subject to Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

 WHEREAS, On October 17, 2005, the Board of Directors adopted Resolution No. 05-039-10/12 designating the Office of Economic and Workforce Development as the lead negotiator in all negotiations related to the overall redevelopment and conversion of the Base to civilian uses, including without limitation, negotiations regarding the terms and conditions for the long term redevelopment of the Treasure Island Marina and the redevelopment of the Base; and,

WHEREAS, Amex Geomatrix, Inc. ("Contractor") was selected by the City's

Department of Public Works as an "as-needed" contractor to provide environmental review
and remediation activities based on a public Request for Proposals process; and,

WHEREAS, Contractor performed services under a contract with DPW for several agencies and locations, including Treasure Island; and,

WHEREAS, On February 12, 2003, because of Contractor's knowledge of the Navy's environmental remediation program at the Base, the Authority authorized the Executive Director to execute a new contract with Contractor for an amount not to exceed \$541,000 to assist the Authority in drafting a Request for Qualifications for a guaranteed fixed price contractor and in evaluating bids and negotiating a contract with a guaranteed fixed price contractor to participate in the negotiations with the Navy for an Environmental Services Cooperative Agreement in connection with an Early Transfer of the Base and to monitor the Navy's on-going environmental remediation program; and,

WHEREAS, On June 9, 2004, the Authority extended the term of the Contractor contract for an additional two (2) months; and,

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WHEREAS, On July 13, 2005, the Authority retroactively extended the term of the Contractor contract through June 30, 2006 and increased the not-to-exceed amount of the contract to \$899,000; and,

WHEREAS, On May 31, 2006, the Authority extended the term of the Contractor contract through June 30, 2007 and increased the not-to-exceed amount of the contract to \$1,097,000; and,

WHEREAS, On May 9, 2007, the Authority extended the term of the Contractor contract through June 30, 2008 and increased the not-to-exceed amount of the contract to \$1,277,000; and,

WHEREAS, On May 14, 2008, the Authority extended the term of the Contractor contract through June 30, 2009 and increased the not-to-exceed amount of the contract to \$1,439,000; and,

WHEREAS, On May 13, 2009, the Authority, with Board of Supervisors approval, extended the term of the contract through June 30, 2010 and increased the not-to-exceed amount of the contract to \$1,619,000; and,

WHEREAS, The Authority believes that the on-going role of Contractor is important and merits amendment of the existing contract in order to (a) maintain the continuity of oversight of the Navy's environmental remediation program; (b) avoid the potential challenges associated with the learning curve inherent in selecting and bringing a new engineering contractor up to speed; and (c) continue to assist the Authority in property transfer and master developer negotiations to protect the Authority's interests and to support the redevelopment plans; and,

RESOLVED, That the Authority hereby approves the eighth amendment to the contract with Amex Geomatrix, Inc.(the "Eight Amendment") to extend the term thereof through June 30, 2011, increase the not-to-exceed amount of the contract to \$1,799,000, and modify the scope of services, all in substantially the form attached hereto as Exhibit A, and authorizes the Treasure Island Redevelopment Project Director to submit the Eight Amendment to the Board of Supervisors for approval as required under the Authority's Bylaws; and, be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Treasure Island Redevelopment Project Director to execute the Eight Amendment upon the Board of Supervisors' approval of the Eighth Amendment; and, be it,

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Redevelopment Project Director to take all actions necessary and appropriate to carry out the terms of the contract, as amended, and enter into any additions, amendments or other modifications to the Eighth Amendment that the Redevelopment Project Director determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the Eighth Amendment, such determination to be conclusively evidenced by the execution and delivery by the Redevelopment Project Director of the documents and any amendments thereto.

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on June 9, 2010.

Helen Nigg, Secretary



# TREASURE ISLAND DEVELOPMENT AUTHORITY CITY AND COUNTY OF SAN FRANCISCO

#### EIGHTH AMENDMENT

THIS EIGHTH AMENDMENT (this "Amendment") is made as of July 1, 2010, in San Francisco, California, by and between AMEC Geomatrix, Inc. ("Contractor"), and the Treasure Island Development Authority, a California public benefit municipal corporation ("Authority").

#### RECITALS

WHEREAS, Authority and Contractor have entered into the Agreement (as defined below); and

WHEREAS, Authority and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and the Authority agree as follows:

- 1. **Definitions**. The following definitions shall apply to this Amendment:
- (a) Agreement. The term "Agreement" shall mean the Agreement dated April 1, 2003 between Contractor and Authority, as amended by a First Amendment dated July 1, 2004, a Second Amendment dated November 10, 2004, a Third Amendment dated July 1, 2005, a Fourth Amendment dated July 1, 2006, a Fifth Amendment dated July 1, 2007, a Sixth Amendment dated July 1, 2008 and a Seventh Amendment dated July 1, 2009.
- (b) Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.
- 2. Modifications to the Agreement. The Agreement is hereby modified as follows:
  - (a) Section 2, Term of the Agreement, is hereby amended to read as follows:

Subject to Section 1, the term of this Agreement shall be from April 1, 2003 to June 30, 2011.

(b) Appendix A, Services to be Provided by Contractor, is hereby amended to read as follows:

#### Appendix A Services to be Provided by Contractor

#### 1. Description of Services for Environmental Consulting.

The City and County of San Francisco (City) established the Treasure Island Development Authority (Authority) to manage the conversion of former Naval Station Treasure Island from Navy use to civilian use. As part of its transfer responsibilities, and pursuant to the Comprehensive Environmental Response, Compensation, altability Act (CERCLA), the Navy has been undertaking an environmental remediation program to meet federal and state requirements for transferring the base to the Authority in an environmental condition to support the Authority's redevelopment plans. The ultimate goal of the Navy's work is to issue a Finding of Suitability to Transfer (FOST)

which would state that the property could be transferred and reused for the intended purposes. One of the Authority's primary responsibilities is to closely monitor the Navy's environmental remediation activities to tasses whether the Navy achieves the appropriate clean-up levels for planned civilian use. For the past six years, the Authority has retained the Contractor to provide independent analyses of the thoroughness and defensibility of the environmental work conducted by the Navy, and to assess the compatibility of the Navy's proposed remediation activities with the Authority's redevelopment plans.

The Contractor was initially selected by the Department of Public Works (DPW) as an "as needed" consultant for environmental review and remediation activities through a public Request for Proposals process and performed services under contract with DPW from November 1998 through June 2001. Since June 2001, the Contractor has been under a direct contract with the Authority. The firm's knowledge of the Navy's environmental remediation program for TI gained through its work for the Authority provides the Contractor with a unique ability to provide the required services without duplicating previous expenditures.

For the environmental remediation program, Treasure Island and Yerba Buena Island were divided into 144 parcels (118 on Tl and 26 on YBI) which were then classified by environmental condition to enable the Navy and the Authority to identify properties that are suitable for transfer. A Restoration Advisory Board (RAB) was established to provide public review, input and comment on all aspects of the Navy's environmental remediation program.

Since 2003, the Authority has been in on-going discussions with the Navy in pursuit of property transfer for former NSTI. Initially, the Authority intended to enter directly into a Guaranteed Fixed Price contract (GFP) to perform environmental remediation services associated with an Early Transferagreement. The first step in this process was the issuance of a request for qualifications (RFQ) and selection of an environmental engineering and remediation contractor (CH2M Hill) to complete the cleanup under the GFP. On June 13, 2007, the Authority terminated the contract with CH2M Hill with the expectation that TICD would hire an environmental engineering firm toperform environmental remediation services associated with an Early Transfer agreement

Under an Early Transfer, the Navy would not have fully completed the remediation of the property as required by the regulatory agencies, and the Authority would have been required to complete the requiredremaining environmental response or corrective actions as required by Federal and State regulators. As described above, it was anticipated TICD would perform this work on the Authority's behalf as part of its obligations under the final DDA.

Under the transfer terms agreed to in December 2009, the Authority and the Navy agreed that the Navy would satisfy all applicable statutory and regulatory requirements for its remaining remediation responsibilities for the property, and prepare a Finding of Suitability to Transfer (FOST) applicable to each transfer parcel. The FOST(s) will state the property is suitable for transfer and will further contain a description of any long-term remedies (including land use controls) and responsibilities for any applicable long term monitoring, maintenance and/or reporting. The Navy has already issued a FOST for a large portion (approximately 170 acres) of the property and has stated they intend to issue a new FOST for an additional approximately 50 acres of dry lands on Treasure Island and approximately 500 acres of submerged lands by mid-2011.

The Authority and the Navy contemplate that the transfer of the property will ultimately take place in several large phases. At least two, and possibly more, phased transfers are likely to occur. The Authority and the Navy are cooperatively working towards aligning the Navy's schedule for their remaining cleanup responsibilities with the anticipated phasing of the redevelopment activities, so that FOST parcels can be transferred when needed to commence infrastructure and land improvements.

In the interim, the Navy has and will continue its current remediation program, and the Authority will continue to require the existing scope of services by Contractor.

The proposed amended scope of services will allow Contractor to continue to oversee the ongoing Navy remediation and assist the Authority with property transfer and master developer negotiations. The proposed 8th Amendment to the contract will fund Contractor's work through June 30, 2011.

#### A. Description of Services for Oversight of Navy Remediation.

Monthly technical meetings are held to review the status of on-going tasks and identify outstanding issues. The Navy and its consultants, the Authority and its consultants, regulators, and RAB members participate in these meetings. Additional meetings are scheduled to address significant issues identified at the monthly meeting. Additional meetings may be associated with assisting the Authority with risk communication, including technical presentations to Authority management, regulators, and tenants. In addition, the Navy prepares work plans and reports to document its approach, confirm agreements between interested parties, and comply with regulatory requirements, which also are reviewed by Contractor Finally, the Authority occasionally may request that Contractor observe the Navy's field work or collect field samples to verify the adequacy of the Navy's work, or to fill a data gap critical to the Authority's needs that is not addressed by the Navy.

The process for completing environmental investigations at NSTI is fairly well defined; however, regulators commonly identify the need for previously unplanned activities (additional investigations, reports and meetings) as new field data are collected and analyzed. Additional work plans and reports are then prepared that, in turn, require additional review and additional meetings to address technical issues.

#### Scope of Work for Task A

- Task A.1: Regularly scheduled BRAC Closure Team meetings (preparation, meeting attendance, documentation of meeting). Estimate = 78 meetings in San Francisco and 9 meetings in San Diego.
- Task A.2: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meeting). Estimate = 50 meetings and 22 conference calls.
- Task A.3: Review of technical documents including reports and work plans. Estimate236 documents.
- Task A.4: Interim data review and preparation of written summary. Estimate= 36 data sets.
- Task A.5: Oversight of fieldwork including collections of split samples to assess data quality. Estimate = 4 assessments of fieldwork.
- Task A.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

### B. Description of Services for Assistance with Property Transfer and Master Developer Negotiations.

Service performed by Contractor under Task B will be similar to those previously envisioned, and willinclude peer review of property transfer documents, remediation contract agreements, and representing the interests of the Authority in both its negotiations with the Navy and TICD. Contractor's remaining scope of work for Task B consists of the following:

- 1. Provide technical support to the Authority throughout the property transfer process with the Navy, and DDA negotiations with TICD, including peer review of documents and work products prepared by the Navy, TICD and their respective environmental consultarts. Within this context, Contractor will review technical documents related to the transfer documents, FOST and supporting environmental documents, including any associated legal and regulatory documents necessary to complete property transfer. Such assistance could include assisting the Authority in strategically evaluating remediation, transfer and insurance issues, and reviewing the following: FOST, FOSET, Covenant Deferral Request, ETCA, Consent Agreement, environmental insurance policies, and associated documents in relation to any GFP Contract between TICD and selected contractor;
- Assist the Authority in preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process; and attending technical and strategy meetings regarding the above.

#### Scope of Work for Task B

- Task B.1: Technical support in drafting a RFQ for a remediation contractor, evaluating bids and selecting a contractor. Estimate approximately 200 hours.
- Task B.2 Technical support in preparation for and at meetings and negotiations with TICD, selected GFP
  Contractor, Navy and regulators to discuss property transfer issues (preparation, meeting attendance, and documentation of meeting). Estimate =27 meetings and 26 conference alls
- Task B.3: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meetings related to TICD negotiations for a fixed price remediation contract, including cost cap insurance with the TICD selected contractor). Estimate = 20 meetings and 20 conference calls
- Task B.4: Review of technical documents related to the property transfer, master developer negotiations, GFP Contract, including an ESCA, FOST, FOSET, and cost cap and pollution legal liability insurance policies. Estimate = 16 documents.
- Task B.5: Preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process. Estimate = 5 meetings.
- Task B.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

# (c) Appendix B, Calculation of Charges, is hereby amended to read as follows:

#### Appendix B Calculation of Charges

The total amount of this contract shall not exceed \$1,799,000

## Scope of Work for Task A

Task A.1: Regularly scheduled BRAC Closure Team meetings (preparation, meeting attendance, documentation of meeting). Estimate = 78 meetings in San Francisco and 9 meetings held in San Diego).

Budget: \$231,600 (Assumes average cost is \$2200 per meeting in San Francisco, \$4000 per meeting in San Diego).

Task A.2: Supplemental technical meetings (preparation, meeting attendance, documentation of meeting).

Estimate = 50 meetings and 22 conference calls.

Budget: \$137,700 (Assumes average of \$2000 per meeting and \$350 per conference call)

Task A.3: Review of technical documents including reports and work plans.

Budget: \$762,700 (Assumes average of \$3200 per document)

Budget: \$82,000 (Assumes average of \$2000 per data set)

- Task A.4: Interim data review and preparation of written summary.
- Task A.5: Oversight of fieldwork including collections of split samples to assess data quality. Estimate = 4 assessments of fieldwork.

Budget: \$22,000 (Assumes average of \$5000 per assessment).

Task A.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

Budget: \$112,900 (Assumes approximately -6% of Tasks One through Five)

#### TOTAL BUDGET FOR TASK A: \$1,348,900

#### Scope of Work for Task B

Task B.1: Technical support in drafting a request for qualifications for a remediation contractor, evaluating bids and selecting a contractor. Estimate approximately 200 hours. (Completed)

Budget: \$40,000 (Assumes \$20,000 to support drafting RFQ and \$20,000 for evaluation of bids and selecting a contractor).

Task B.2: Technical support in preparation for and at meetings and negotiations with GFP Contractor, Navy and regulators to discuss early transfer issues as related to the GFP Contract (preparation, meeting attendance, and documentation of meeting). Estimate =27 meetings and 26 conference calls

Budget: \$63,100 (Assumes 27 meetings at an average cost of \$2000 per meeting. Assumes 26 conference calls at \$350 per call).

Task B.3: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meetings related to TICD negotiations for a fixed price remediation contract, including cost cap insurance with the TICD selected contractor). Estimate = 20 meetings and 20 conference calls

Budget: \$122,000 (Assumes 20 meetings with an average cost of \$4000 per meeting. We anticipate that the level of effort to prepare for these meetings will be significantly greater than for meetings under Task One. Assumes 20 conference calls at \$350 per call).

Task B.4: Review of technical documents related to the GFP Contract, including an ESCA, FOST, FOSET, and cost cap and pollution legal liability insurance policies. Estimate = 16 documents.

Budget: \$115,000 (Assumes average cost is \$5000 per document).

Task B.5: Preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process. Estimate = 5 meetings.

Budget: \$72,000 (Assumes average cost is \$10,000 per meeting. We anticipate that a significant level of effort will be required to prepare presentations and materials for these meetings).

Task B.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

Budget: \$38,000 (Approximately 9% of Tasks One through Five).

#### TOTAL BUDGET FOR TASK B: \$450,100

#### (d) Section 5, Compensation, is hereby amended to read as follows:

Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the Treasure Island Redevelopment Project Director (the Director), in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed one million seven hundred ninety-nine thousand dollars (\$1,799,000). The breakdown of costs associated with this

Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Director as being in accordance with this Agreement. Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall Authority be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Form 7, "Prime Consultant/Joint Venture Partner(s) and Sub-consultant Participation Report." If HRC Form 7 is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Form 7 is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Form 7 is provided.

Following Authority's payment of an invoice, Contractor has ten days to file an affidavit using HRC Form 9, "Sub-Consultant Payment Affidavit," verifying that all subcontractors have been paid and specifying the amount.

# PERSONNEL (pursuant January 25, 2009 Schedule of Charges)

Personnel charges are for technical work, including technical typing, editing, and graphics involved in the preparation of reports and correspondence and for the time associated with production of such documents. Direct charges are not made for secretarial service, office management, accounting, and maintenance, because these items are included in overhead. Personnel category charge rates for AMEC Geomatrix, Inc. are listed below. Regional and other factors may influence rates charged for certain individuals. Rates for individuals will be provided on request.

Personnel Category	CURRENT HOURLY RATE
Principal Engineer/Scientist	\$225 - 350
Senior Decision Analyst	210 - 300
Senior Engineer/Scientist II	190 - 210
Senior Engineer/Scientist I	180
GIS Programmer/Web Designer II	140
Project Engineer/Scientist II	136
Project Engineer/Scientist I	126
Staff Engineer/Scientist II	115
Field Engineer	115
Staff Engineer/Scientist I	105
Senior Technician	90
Field Technician	85
CAD/Graphic Designer	93
Project Assistant	73
Technical Editor	88
Support Staff	65

Specific hourly rates for the primary individual working on the project are as follows:

Gary Foote \$232.50

Hourly rates for other AMEC Geomatrix experts who may work on the project from time-to-time are as follows:

Frank Szerdy (Engineer) \$232.50 Tom Delfino (Statistics and 232.50 Decision Analysis)

Time spent in travel in the interest of the client will be charged at hourly rates, except that no more than 8 hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, actual costs, or a negotiated rate, will be charged for living expenses.

- (e) Executive Director. All references in the Agreement to "Executive Director" are hereby amended to be "Treasure Island Redevelopment Project Director."
- 3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.
- Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and Authority have executed this Amendment as of the date first referenced above.

#### AUTHORITY

Jack Sylvan, Treasure Island Redevelopment Project Director On behalf of Treasure Island Development Authority

Approved as to form

Dennis J. Herrera City Attorney

Ву		
	Deputy City Attorney	

#### CONTRACTOR

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

James C. Price, Vice President AMEC Geomatrix, Inc. 2101 Webster Street 12<sup>th</sup> Floor Oakland, CA 94612 (510)663-4100 FEIN: 94-2934407 Vendor No: 082









# Treasure Island Development Authority City and County of San Francisco Meeting of June 9, 2010

Subject: Resolution approving the Revised Budget of the Treasure Island Development

Authority for Fiscal Year 2010-2011 and authorizing the Director of Island Operations to enter into Work-Orders for services with City Departments and submit the Proposed Budget to the Mayor for further review and inclusion in the

City's 2010-2011 Budget (Action Item).

Contact: Mirian Saez

Director of Island Operations

415-274-0660

The TIDA Board approved the Fiscal Year 2010-11 Budget at the meeting scheduled on April 7, 2010. After review and discussions with the Mayor's Budget Analyst's Office, revisions to the FY 10-11 Budget expenditures for the Treasure Island Project Office, exclusive of redevelopment related expenses, have been made. The Budget is adjusted to reflect changes in the lines of Facilities Maintenance and have resulted in an increase in TIDA's contributions to the General Fund.

TIDA's budget revisions were made possible because of the savings resulting from utilizing the Department of Public Works (BBR) instead of the Department of Real Estate for certain property management services for the Island.

#### Highlights

- The Department of Real Estate work-order was reduced from \$720,008 to \$28,236.
- The Department of Public Works (BBR) work-order was increased from \$265,000 to \$679,000

The resulting savings were then reallocated as follows:

- TIDA's Facilities Management Services was increased from \$160,000 to \$256,772.
- TIDA's Capital Improvement Projects was increased from \$280,000 to \$361,000.
- TIDA's contribution to the General Fund was increased from \$2,259,792 to \$2,359,792.

#### RECOMMENDATION

Project Staff recommends approval of the Revised Budget of the Treasure Island Development Authority for Fiscal Year 2010-2011.

06/09/2010

Prepared by Frishtah Afifi, Project Administrator for Mirian Saez, Director of Island Operations

4 5

[Approving the TIDA Revised Budget for FY 2010-2011]

Resolution approving the Revised Budget of the Treasure Island Development

Authority for Fiscal Year 2010-2011 and authorizing the Director of Island Operations to
enter into Work-Orders for services with City Departments and submit the Proposed

Budget to the Mayor for further review and inclusion in the City's 2010-2011 Budget.

WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America (the "Navy"); and,

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to the Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

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WHEREAS. As a redevelopment agency, the Authority has no indebtedness for the purpose of claiming property taxes and conforms to California Community Redevelopment Law regarding the adoption of budgets pursuant to California Health and Safety Code Section 33606; and,

WHEREAS, The Director of Island Operations has prepared a Budget for the Authority for Fiscal Year 2010-2011, and the Authority Board adopted Resolution #10-13-04/07 on April 7, 2010 approving the Budget of the Treasure Island Development Authority for Fiscal Year 2010-2011 and authorizing the Director of Island Operations to enter into Work-Orders for services with City Departments and submit the proposed Budget to the Mayor of the City and County of San Francisco for further review and inclusion in the City's 2010-2011 Budget; and,

WHEREAS, The Director of Island Operations has prepared a Revised Budget for the Authority for Fiscal Year 2010-2011, a copy of which is attached to this resolution as Exhibit A (the "FY 2010-2011 Revised Budget Submittal"), after consultation with the Mayor's Budget Analyst; now, therefore, be it

RESOLVED. That the Board of Directors of the Authority hereby adopts and approves the FY 2010-2011 Revised Budget Submittal, and hereby authorizes the Director of Island Operations to (1) enter into work orders with City Departments for services that are consistent with the 2010-2011 Budget, and (2) submit the proposed budget to the Mayor of the City and County of San Francisco for further review and inclusion in the City's 2010-2011 Budget; and, be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations to make any additions, amendments or other modifications to the 2010-2011 Budget that the Director of Island Operations determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the

Authority, and are necessary or advisable to complete the preparation and approval of the 2 2010-2011 Budget.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island

Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on June 9, 2010.

Helen Nigg



\$8,026,805	\$8,026,805	\$10,164,265	58 TOTAL REVENUES
\$2,359,79	\$2,259,792	\$4,014,548	57 SURPLUS AVAILABLE FOR CONTRIBUTION TO THE GENERAL FUND
\$5,667,01	\$5,767,013	\$6,149,717	SE LOTAL OPERATIONS EXPENDITURES
\$4,108,01	\$4,208,013	\$4,549,967	55 TOTAL CITY DEPARTMENT WORK-ORDERS
991,01	62,00,000	4 1001110	54
\$256	\$180,000	\$425.710	63 CAPITAL IMPROVEMENT PROJECTS
\$28,23	\$720,008	80	52 TIDA FACILITIES MANGEMENT SERVICES
	\$0	\$109,824	STORING MANOEMENT SERVICES (DOCUMENT SERVICES)
\$180,000	\$160,000	\$175,000	49 SR-DEW-BUREAU OF URBAN FORESTRY SERVICES
\$80,26	\$80,285	\$80,263	48 SR-DPW-BUREAU OF STREETS AND SEWER REPAIR SERVICES
\$188.480	\$189,480	\$48,470	47 SR-DPW-BUREAU OF STREET ENVIRONMENTAL SERVICES
\$679.000	\$265,000	\$1,187,608	46 SR-DPW-BUILDING REPAIR (AAO)
\$90,000	000 8888	\$985,000	45 GF-PUC-HETCH HETCHY (AAO) (\$848,000 Utility Bills, \$150,000 Generators, \$200,000 MOU)
\$3,000	\$3,000	90,000	44 IS-PURCH-REPRODUCTION (AAO)
43,500	\$3,500	\$3.500	43 IS-PURCH-CENTRAL SHOPS-FUEL STOCK (AAO)
\$3,000	\$3,000	33,000	2 IS-PURCH-CENTRAL SHOPS-ALITO MAINT (AAO)
\$180	\$180,000	\$200,000	A DE HOLIONIT TRANSING AND
\$1,104,280	\$1,104,260	\$1,202,592	SI GENERAL SERVICES AGENCY
\$8,000	\$8,000	\$8,000	38 RISK MANAGEMENT INSURANCE CONSULTING
38	\$0	\$10,000	35 DEPARTMENT OF BUILDING INSPECTION
SAC	\$40.000	\$38,000	M DTIS SERVICES (AAO)
38,000	\$0,000	\$25,000	33 CONTROLLER'S OFFFICE
	800000	915,000	22 DEPARTMENT OF PARKING AND TRAFFIC
\$1,470,60	\$1,470,600	91,400,000	CITY DEPARTMENT WORK ORDERS
\$52,00	\$52,000	\$40,000	TOTAL PROFESSIONAL & SPECIALIZED SERVICES
\$45,000	\$45,000	\$45,000	SOTHER BROKESSIONAL SERVICES
\$85,000	\$85,000	\$0	77 PROTECTIVE SECURITY SERVICES
\$64	\$641,000	\$675,000	26 GROUNDS MAINTENANCE RUBICON
S102 ROY	\$102,600	\$108.000	35 JANITORIAL SERVICES (Toolworks)
90	920,000	\$25,000	24 SCAVENGER SERVICES (GOLDEN GATE DISPOSAL)
315,000	\$15,000	840,000	S GGEAPUBLIC ART HISTORICAL PRESERVATION
514	\$142,500	9100,000	MARINE SALVAGE
\$157,500	\$157,500	\$175,000	TI CYM OBERATIONS CONTRACT
\$52,000	\$52,000	\$50,000	IS CHILD CARE FACILITY
\$133.00	\$133,000	\$140,000	18 TREASURE ISLAND BOYS & GIRLS CLUB HOUSE
			PROFESSIONAL & SPECIALIZED SERVICES
\$88.400	\$88,400	\$131,750	TOTAL ADMINISTRATION
374,400	\$20,000	\$33,000	15 OTHER CURRENT ADMINISTRATIVE EXPENSES
\$13,000	913,000	818 000	14 OFFICE NATERIALS & SUPPLIES
630	\$10,000	\$13,000	3 OFFICE RENTALS & LEASED EQUIPMENT
\$15,000	\$15,000	\$20,000	DELIVERY & BOSTOCE
\$3,000	\$3,000	\$4,000	O IMENBERSHIP FEES
\$1,000	\$1,000	\$750	ILOCAL FIELD EXP
00,000	\$7 000	\$10,000	8 TRAINING COSTS
	85,000	000,016	7 TRAVEL COSTS
		Under GSA's Budget	A TIDA INTERNISHID PROGRAM (Inde: GSA W.O)
		Under GSA's Budget	4 MISC-REGULAR (Salaries)
			ADMINISTRATION
			2 06/09/2010 TIDA Operations Budget
Revised Budget FY 10-11	TIDA Approved FY 10-11	TIDA Approved 09-10	Expenses
0			The second secon







# AGENDA ITEM 8 Treasure Island Development Authority City and County of San Francisco Meeting of June 9, 2010

Subject: Resolution Authorizing a Third Amendment to the Memorandum of Agreement

with the San Francisco County Transportation Authority for Project Management and Oversight, Engineering and Environmental Services for the Interstate 80/Yerba

Buena Island Interchange Improvements Project. (Action Item)

Contact Jack Sylvan, Mayor's Office of Economic and Workforce Development

# BACKGROUND

Currently, there are six ramps connecting Yerba Buena Island (YBI) to the San Francisco-Oakland Bay Bridge (SFOBB): two ramps on the western side of the YBI tunnel – a westbound on-ramp and an eastbound off-ramp; and four ramps on the eastern side of the YBI tunnel – a westbound on-ramp, a westbound off-ramp (see Exhibit A for an aerial photo of Yerba Buena Island). As outlined in Exhibit B, the designs for the Eastern Span Seismic Safety Project of the Bay Bridge (ESSSP) include one new, improved ramp from YBI onto the bridge in the eastbound direction. Caltrans' current plans are to reconnect the three other existing eastern ramps in their current configuration to the new ESSSP. These three existing ramps (YBI Ramps), which are not currently and will not be up to the ESSSP's lifeline status seismic standards and/or Caltrans' operational safety standards, comprise a portion of the improvements anticipated under the terms of the proposed amended agreement. There are no plans to replace the western-side ramps.

Over the past several years, staff – working with the San Francisco County Transportation Authority (SFCTA), Caltrans, the Metropolitan Transportation Commission (MTC), the Bay Area Toll Authority (BATA), the Bay Area Toll Bridge Program Oversight Committee (TBPOC) and local elected officials – has made significant progress to advance the construction of new YBI Ramps that would provide safe, seismically sufficient ramp structures to the new ESSSP.

To facilitate the design and engineering process moving forward, in April 2008, the Treasure Island Development Authority (TIDA) authorized entering into a Memorandum of Agreement (MOA) with the SFCTA that supported (i) SFCTA staff project management oversight and (ii) contracting with an engineering and environmental consulting team to prepare the Project Report and Environmental Document (PR-ED). The SFCTA, in coordination with TIDA staff, selected AECOM as its contractor to conduct the engineering and environmental review. Pursuant to this structure, TIDA staff, the SFCTA and the selected contractor initiated work on the PR-ED and environmental review in collaboration with Caltrans. In May 2009, TIDA authorized a First Amendment to the MOA with the SFCTA that enabled the project engineering and

environmental review to stay on track with the schedule of the ESSSP and funding strategy. That First Amendment provided for additional scope of work needed to enable delivery of preliminary engineering of the YBI Ramps project to the 65% Design level on the Caltrans ESSSP schedule for contract bid of first quarter 2012. The budget was increased to a not-to-exceed amount of \$8.8 million. In October 2009, TIDA authorized a Second Amendment to the MOA adjusting the scope to incorporate the terms of two Cooperative Agreements between the SFCTA and Caltrans – one for Caltrans' costs of providing oversight services above and beyond a typical project as a result of the project's connection to the high-profile ESSSP, and a second for the cost of additional structural components for the ESSSP YBITS 1 contract. This Second Amendment restructured the scope and budget of the MOA, but did not increase the total not-to-exceed amount of \$8.8 million.

#### DISCUSSION

While the MOA with the SFCTA contemplated originally that the scope of work under the MOA – and under the associated professional services contract between the SFCTA and its engineering contractor – may ultimately be adjusted to include final project engineering, to date the scope and budget have not included the final phase of work, known as the Project Specifications and Estimates (PS&E). This was due to strategic reasons, the most important of which was a desire to solidify eligibility for federal funds for the construction and project engineering. Over the past nine months staff and the SFCTA have made significant progress with Caltrans and the Federal Highways Administration (FHWA) in confirming that the project will be eligible for FHWA's Highway Bridge Program (HBP). The HBP funds 88.53% of costs for project design, engineering and construction. Under the terms of the MOA, the remaining 11.47% of the project management and oversight, design, engineering and environmental review will be provided upfront via the SFCTA, ultimately to be reimbursed by TIDA. State Proposition IB Local Seismic Safety Retrofit Project funds are anticipated to be the source of the matching funds for the cost of construction of the projects.

In addition, over the past months FHWA and Caltrans have confirmed that the viaduct structures (YBI Viaducts), a series of nine elevated roadway bridges along the western shore of YBI on Treasure Island Road, are also eligible for HBP funds. Consequently, it is now appropriate to amend the scope of the MOA (attached as Exhibit C) to include the following components:

- YBI Ramps Phase 2/PS&E. Amends the scope of the MOA to include all necessary project management and oversight, design and engineering activities to complete Phase 2 of the YBI Ramps portion of the project. Subtasks include completion of (i) 65% Plans, Specifications and Estimate, (ii) 95% Plans, Specifications and Estimate, (iii) Final Plans Specifications and Estimate, and (iv) a Building 10 Relocation Feasibility Study. This includes all activities through completion of the PS&E, which is the final stage of engineering and will enable Caltrans to issue bid documents for a construction contract for the new YBI ramps by August 2011.
- YBI Viaducts. Amends the scope of the MOA to include all phases of the design, engineering and environmental review for the retrofit of the YBI Viaducts portion of the project. The scope includes two primary tasks: (i) Preliminary Engineering and

Environmental Studies, and (ii) an Approved Strategy Design. Completion of these activities will result in engineering drawings that are ready for contract bid by the appropriate entity, potentially the SFCTA under a subsequent agreement.

# Budget & Reimbursement

The current not-to-exceed budget of the MOA is \$8.8 million. The SFCTA estimates that the amended scope will increase the SFCTA's total costs to approximately \$18.83 million; and, HBP funds will be remitted directly to the SFCTA on a reimbursement basis, projected to cover \$9.543 million of the total amount. Therefore, TIDA's obligation under the proposed amended MOA would increase by a modest amount of \$487,000, for a new not-to-exceed MOA amount of \$9.287 million. Because the final eligibility determination for the HBP funds are pending approval with Caltrans and FHWA (expected this month), the SFCTA would not issue a notice to proceed on the additional scope of work until the final eligibility determination is received.

Under the proposed Third Amendment, TIDA will be required to reimburse the SFCTA for 100% of the SFCTA's costs up to a maximum of \$9.287 million, plus accrued interest as specified in the amended MOA. TIDA's reimbursement obligations will consist of four equal annual payments, plus accrued interest, beginning on the earlier of December 31, 2011 or thirty days after the first close of escrow for the transfer of Naval Station Treasure Island to Treasure Island Community Development, LLC (TICD). This date is after the anticipated date of project approvals, thereby enabling TIDA to access post-project entitlement funding, either via its proposed disposition and development agreement with TICD or public financing capacity, to cover the reimbursement obligation. The costs of these reimbursement obligations were included in the infrastructure budget in the recently endorsed Updates to the Development Plan and Term Sheet. In the unlikely event that the FHWA decided not to reimburse the SFCTA for its eligible costs under the scope of work of this amended MOA – despite receiving an eligibility determination for HBP funds – TIDA and the SFCTA would need to work together to rectify the situation with FHWA, identify alternative funds or amend the terms of the MOA; but in all cases, the obligation for reimbursement of SFCTA expenses would ultimately reside with TIDA. Any modifications to the MOA to accommodate this reimbursement obligation would need to be approved by TIDA.

#### RECOMMENDATION

Staff recommends approving the Third Amendment to the MOA with the SFCTA in order to move forward the design, engineering and environmental review for the YBI Ramps and YBI Viaducts in coordination with Caltrans in order to facilitate efficiencies in the timing of construction with the ESSSP and state and federal funding opportunities.

#### EXHIBITS

- A Aerial Photo of YBI
- B Caltrans ESSSP Design

Third Amendment to Memorandum of Agreement

С

 [Third Amendment to Agreement with the San Francisco County Transportation Authority for Project Management Services and Consultant Services for the Preparation of a Project Report and Environmental Document for the Yerba Buena Island Ramps.]

Resolution authorizing a Third Amendment to the Memorandum of Agreement with the San Francisco County Transportation Authority for project management services and consultant services for the preparation of a Project Report and Environmental Document for the Yerba Buena Island Ramps to amend the scope of work and increase the not to exceed budget to \$9,287,000.

WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America ("the Federal Government"); and,

WHEREAS, Treasure Island was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, In 1995, the General Services Administration and the Bureau of Land Management determined that Yerba Buena Island was surplus to the Federal Government's needs and could be transferred to the administrative jurisdiction of the Department of Defense under the Base Closure and Realignment Act of 1990 and disposed of together with Treasure Island; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority ("TIDA") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and.

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated TIDA as a redevelopment agency under California Community Redevelopment Law (Sections 33000 et seq. of the Health and Safety Code) with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to Tidelands Trust, vested in TIDA the authority to administer the public trust for commerce, navigation and fisheries as to such property; and.

WHEREAS, The Board of Supervisors approved the designation of TIDA as a redevelopment agency for Treasure Island in 1998; and,

WHEREAS, The United States Navy currently owns the on- and off-ramp connections to Yerba Buena Island from Interstate 80, the San Francisco-Oakland Bay Bridge, and, because Federal law prohibits the Navy from "improving" surplus property, the Navy cannot repair or replace the ramps as part of the transfer of the Base property to TIDA; and,

WHEREAS, Current State designs for the new Eastern Span of the Bay Bridge ("Eastern Span") include construction of one new ramp connecting the Bay Bridge to Yerba Buena Island and reuse of three other existing ramps that do not meet current State design and safety standards; and,

WHEREAS, In October 2007, the Governor signed Senate Bill 163, which: (i) requires Caltrans to work in cooperation with TIDA and the San Francisco County Transportation Authority ("SFCTA") on the design and engineering of replacement ramps connecting Yerba Buena Island to the Bay Bridge and to ensure that the design of the ramps is compatible with the design of the new Eastern Span; (ii) authorizes Caltrans, upon the transfer of the ramp connections from the Federal Government to TIDA, to accept from TIDA title, easements, and

other interests in land necessary for the State to own and operate one or more of the ramps; (iii) makes transfer of a ramp from TIDA to the State contingent upon completion of work on the ramp in accordance with specified standards; and (iv) requires (1) a Project Study Report ("PSR") on the reconstruction of the Yerba Buena Island ramps to be finalized by December 31, 2008, (2) the SFCTA to be the lead agency for the development of the PSR, and (3) the SFCTA to work in coordination with TIDA, the Office of Economic and Workforce Development ("OEWD"), and the Bay Area Toll Authority; and,

WHEREAS, The PSR for the Yerba Buena Island ramps, which was prepared by the SFCTA in coordination with TIDA, OEWD and Caltrans, was approved and signed by Caltrans District 04 on December 19, 2007; and.

WHEREAS, The PSR evaluates several ramp design alternatives and recommends two project alternatives, and a no-build alternative, to be further studied and analyzed in the Project Report and Environmental Document ("PR-ED") phase of the proposed improvement or replacement of the Yerba Buena Island ramps (the "YBI Ramps Project"); and,

WHEREAS, The project development process for the YBI Ramps Project consists of a two-phase effort with Phase 1 consisting of conceptual engineering and the PR-ED, and Phase 2 being the final design and preparation of Plans, Specifications/Special Provisions and Estimate ("PS&E"); and,

WHEREAS, Completion of the PR-ED on a timely basis is imperative so that the new ramps designs can be incorporated into the Eastern Span Seismic Safety Project ("ESSSP") for the Bay Bridge; and,

WHEREAS, Article V, Section 2(k) of TIDA's Bylaws authorizes TIDA to contract with governmental agencies, including without limitation, any department, commission or agency of

the City, for the performance of services in furtherance of and related to the purposes of TIDA; and.

WHEREAS, On April 9, 2008, the TIDA Board of Directors adopted Resolution No. 08-18-04/09 authorizing the execution of a Memorandum of Agreement with the SFCTA under which (i) the SFCTA provides staff support and project management oversight in connection with the YBI Ramps Project and entered into a contract with the consultant selected through a Request for Proposals for preparation of the PR-ED, and (ii) TIDA will reimburse the SFCTA for the administrative, project management and consultant costs incurred by SFCTA relating to the YBI Ramps Project and the completion of the PR-ED; and,

WHEREAS, On May 13, 2009, the TIDA Board of Directors approved a First

Amendment to the Memorandum of Agreement (the "First Amendment") that revised the
scope of services and budget to enable delivery of preliminary engineering of the YBI Ramps

Project to the 65% Design level on a schedule that is consistent with the ESSSP and
increased the total not to exceed amount of the Memorandum of Agreement to \$8,800,000,
plus accrued interest; and,

WHEREAS, TIDA and SFCTA staff have been in negotiations with Caltrans on two distinct Cooperative Agreements that SFCTA would execute with Caltrans relating to (i) Caltrans' issuance of an addendum to the contract for the Yerba Buena Island Transition Structure ("YBITS") for the steel and concrete necessary to connect the new westbound ramps to the YBITS, and (ii) reimbursement of Caltrans for oversight work relating to the YBI Ramps Project that is above and beyond typical Caltrans oversight work for a locally led project due to the additional oversight necessary to connect the ramps to a high profile lifeline seismic bridge structure: and,

WHEREAS, On October 14, 2009, the TIDA Board of Directors approved a Second Amendment to the Memorandum of Agreement (the "Second Amendment") that adjusted the scope of work under the Memorandum of Agreement to reflect the Caltrans Cooperative Agreements and revised the level of project engineering to the 35% Design level, without increasing the \$8.8 million not to exceed amount;

WHEREAS, TIDA and SFCTA have negotiated a Third Amendment to the Memorandum of Agreement ("Third Amendment") that (i) revises the scope of services and budget to include all necessary project management and oversight, design and engineering activities to complete Phase 2 of the YBI Ramps Project and all phases of the design, engineering and environmental review for the retrofit of nine YBI viaduct structures on Treasure Island Road, and (ii) increases the total not to exceed amount of the Memorandum of Agreement to \$9,287,000, plus accrued interest; now, therefore, be it

RESOLVED, That the Board of Directors hereby approves the Third Amendment to the Memorandum of Agreement with the SFCTA for project management services and consultant services in connection with the preparation of a PR-ED, preliminary engineering and Caltrans oversight for the YBI Ramps Project in an amount not to exceed \$9,287,000, plus accrued interest, in substantially the form attached hereto as Exhibit A, and authorizes the Treasure Island Redevelopment Project Director to submit the Third Amendment to the Board of Supervisors for approval, as required under TIDA's Bylaws, and, be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Treasure Island Redevelopment Project Director to execute the Third Amendment upon the Board of Supervisors' approval of the Third Amendment; and, be it,

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Redevelopment Project Director to take all actions necessary and appropriate to carry out the terms of the Memorandum of Agreement, as amended by the First, Second and Third Amendments, and enter into any additions, amendments or other modifications to the Third Amendment that the Redevelopment Project Director determines in consultation with the City Attorney are in the best interests of TIDA, that do not materially increase the obligations or liabilities of TIDA, that do not materially reduce the rights of TIDA, and are necessary or advisable to complete the preparation and approval of the Third Amendment, such determination to be conclusively evidenced by the execution and delivery by the Redevelopment Project Director of the documents and any amendments thereto.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of TIDA at a properly noticed meeting on June 9, 2010.

Helen Nigg Secretary

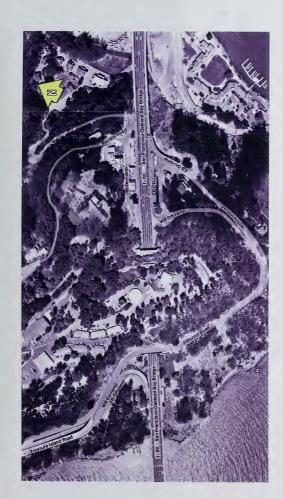


Figure 1 - Configuration of Existing Ramps on Yerba Buena Island



# (Transition Structures) Future YBI Facility



Existing Structure — West End

- Existing Structure Curve
  - Existing Structure Truss
- McCalla Road Rehabilitation South Gate Road
- **Electrical Duct Bank**

- TBS West Tie-In
- rBS East Tie-In

**IBS** — Viaduct

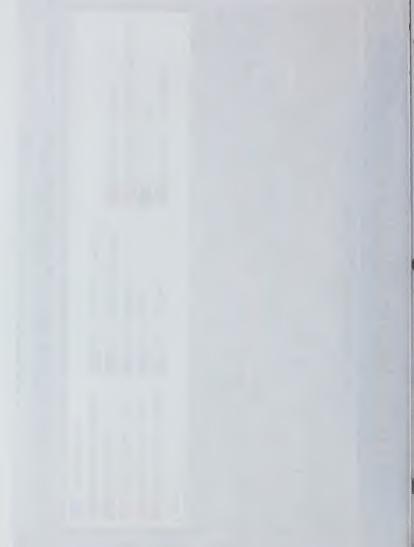
New Structure — East Bound On-Ramp, Final

New Structure — Bike Path

New Structure — YBI Transition

New Structure — SAS

- IBS West End Viaduct Retrofit
- TBS East Bound On-Ramp, Temp



# AMENDMENT NO. 3 TO THE MEMORANDUM OF AGREEMENT

# FOR PROJECT MANAGEMENT AND OVERSIGHT, ENGINEERING, AND ENVIRONMENTAL SERVICES FOR THE YERBA BUENA ISLAND IMPROVEMENTS PROJECT

This Amendment is made and shall be effective this \_\_day of June, 2010, by and between the San Francisco County Transportation Authority ("Authority") and the Treasure Island Development Authority ("TIDA"), referred to collectively as "Parties" or individually as "Party".

#### RECITALS

- A. The Authority and TIDA entered into a Memorandum of Agreement ("Agreement"), effective as of July 1, 2008, for project management and oversight, engineering, and environmental services for the Yerba Buena Island Ramps project in San Francisco (the "YBI Ramps")
- B. Pursuant to a Request for Proposal that the Authority issued in March 2008 ("the RFP"), the Authority hired a consultant ("the Consultant") to provide the engineering and environmental services necessary to complete the Project.
- C. The Authority and TIDA amended the Agreement ("Amendment No. 1"), effective as of May 20, 2009, to provide for additional preliminary engineering work by the Consultant; to extend the Authority's Project Management Services to include oversight of that additional Consultant work; and to increase the Agreement amount to \$8,800,000.
- D. The Authority and TIDA further amended the Agreement ("Amendment No. 2"), effective as of October 28, 2009, to incorporate Cooperative Agreements (No. 4-2283 and 4-2137) between the Authority and the California Department of Transportation ("Caltrans") related to the Project; to provide for TIDA to reimburse the Authority for Caltrans costs as defined in the Cooperative Agreements, and to provide for the Authority to amend its contract with the Consultant while staying within the \$8,800.000 Agreement amount.
- E. TIDA now requests that the Authority amend its contract with the Consultant to provide for the Consultant to complete the Phase 2 design and engineering work through final design and preparation of Plans, Specifications and Estimates ("PS&E") and to add scope for work on the Yerba Buena Island Viaducts ("YBI Viaducts"). Together, the YBI Ramps and YBI Viaducts constitute the "I-80/YBI Interchange Improvements Project" or the "Project."
- F. TIDA and the Authority agree that they should increase the amount of the Agreement from \$8,800,000 to \$9,287,000 to cover the federal grant local matching funds requirements for the additional work.
- G. The Parties therefore wish to amend the terms of the Agreement as permitted by Section 8 of the original Agreement.

#### AMENDMENTS TO THE AGREEMENT

All terms of the original Agreement, as amended by Amendment No. 1 and Amendment No. 2, shall remain in effect, except amended as follows:

1. The title of the Agreement is struck and replaced in its entirety by the following title:

MEMORANDUM OF AGREEMENT FOR PROJECT MANAGEMENT AND OVERSIGHT, ENGINEERING, AND ENVIRONMENTAL SERVICES FOR THE I-80/YERBA BUENA ISLAND INTERCHANGE IMPROVEMENT PROJECT

#### 2. Section 2 of the Agreement is struck and replaced in its entirety as follows:

#### 2. Consultant and Caltrans Services.

- a. Consultant Services. The Authority shall contract for professional services with the consultant chosen in accordance with the RFP (the "Consultant") to perform the Phase 1 conceptual engineering and preparation of the Project Report (PR) and the Environmental Document (ED), and to perform 100% of the Phase 2 Design services through final PS&E for the Yerba Buena Island ramps, including preliminary engineering, environmental analysis, and design of the Yerba Buena Island viaducts, all as more particularly described in the Consultant Scope of Work set forth in <a href="Appendix C">Appendix C</a> and the Consultant Budget set forth in <a href="Appendix D">Appendix C</a> and the Consultant Budget set forth herein. Collectively, all work by the Consultant under the contract with the Authority is the "Consultant Services."
- b. Caltrans Services. In order to build the YBI ramps in conjunction with the construction of the new Eastern Span of the San Francisco Oakland Bay Bridge ("SFOBB"), the Authority must execute two critical Cooperative Agreements with the California Department of Transportation ("Caltrans") as more particularly defined in the Caltrans Scope of Work set forth in Appendix C, and the Caltrans Budget set forth in Appendix D. Collectively, all work by Caltrans under the Cooperative Agreements is the "Caltrans Services."
- Section 3 of the Agreement is struck and replaced in its entirety as follows:
- Coordination. The Authority and TIDA agree to the following with regard to the
  performance of the Project Management Services, the Consultant Services and the Caltrans
  Services under this Agreement:
  - a. TIDA's redevelopment planning project management staff, via the OEWD, shall participate in the Consultant procurement process under the RFP and shall work in conjunction with the Authority's project management staff as a member of the Project Development Team for the Project.
  - b. TIDA and the Authority shall work jointly to seek State and federal bond, grant or appropriation funds to pay for all or any portion of the environmental, design and engineering work necessary for the Project.
  - c. TIDA and the Authority shall establish a timeframe and work with Caltrans, the Metropolitan Transportation Commission, the Bay Area Toll Authority, the California Transportation Commission and other relevant agencies to enable the timing of the design, engineering and construction of the Project to occur in conjunction with the construction of the new eastbound ramp that is part of the ESSSP.

- d. The Authority shall conduct all major communications with the Consultant and Caltrans regarding deliverables, task updates or other performance of services.
- e. Consultant shall submit task-based invoices directly to the Authority for payment for services rendered. Caltrans shall submit invoices directly to the Authority for payment for services rendered. The Authority shall review the Consultant's and Caltrans' invoices and process payments as appropriate. The Authority shall submit a copy of the paid invoices and supporting documentation to TIDA. The Authority shall provide a quarterly report to TIDA describing services rendered and the costs and expenses incurred by the Authority for the Project Management Services, the Consultant Services and the Caltrans Services (collectively, the "Authority Costs").
- f. The Authority shall retain full and final discretion to resolve payment issues relating to the Consultant Services and Caltrans Services; provided, that the costs are consistent with the mutually agreed upon Consultant Scope of Work and Consultant Budget and the Caltrans Scope of Work and Caltrans Budget, as applicable.
- g. The Authority shall notify TIDA, through OEWD, of any proposed changes to the Project Management Scope of Work, the Consultant Scope of Work, the Project Management Budget, the Consultant Budget and/or the Caltrans Budget within two (2) days of the proposed change being known by the Authority or requested by the Consultant or by Caltrans. TIDA, through OEWD, shall have the right to approve all proposed changes to the Project Management Scope of Work (including any proposed termination of the Consultant), the Caltrans Scope of Work, the Project Management Budget, the Consultant Budget and/or the Caltrans Budget.
- h. The Authority shall provide timely deliverables to TIDA. The Authority shall maintain project records including deliverables, progress reports, correspondence, and a full accounting of the Authority Costs, and shall make such records available to TIDA upon request.
- The Authority and TIDA shall have regular coordinating meetings, as needed.
- 4. Section 4 of the Agreement is struck and replaced in its entirety as follows:

# 4. TIDA Reimbursement Obligation.

a. Interest shall accrue on the Authority Costs, compounded quarterly, at the Ciry Treasurer's Pooled Investment Fund rate or the Authority's borrowing rate, whichever is applicable, beginning on the date of the Authority's first payment to the Consultant and continuing until TIDA has reimbursed all Authority Costs and accrued interest on the Authority Costs (collectively, all Authority Costs and accrued interest are the "Project Costs") in accordance with this Section 4. If the Authority has not issued long-term fixed rate debt, the applicable interest rate will be the City Treasurer's Pooled Investment Fund rate, calculated quarterly. If the Authority has issued long-term fixed rate debt, the applicable interest rate will be the greater of a) the "all-in TIC" of the Authority's most recent long-term fixed rate issuance, or b) the most recent City Treasurer's Pooled Investment Fund rate, calculated quarterly. (The all-in TIC is defined as: The discount rate, assuming semiannual compounding and a 30/360-day calendar, which sets the net present value of all payments of principal and interest equal to the par amount of bonds plus accrued interest plus premium less original issue discount less insurance premium less costs of issuance less other up front expenses discounted to the issue date.) If at any time

the Authority issues long-term fixed rate debt and that increases the applicable interest rate under this subsection, the Authority shall modify the rate to the appropriate interest rate under this subsection and use that new rate going forward. The Authority shall provide written notice to TIDA of any change in the interest rate and the date on which the Authority applied the new rate. Notwithstanding the foregoing, in no event shall the interest rate the Authority applies exceed the maximum rate permitted under California Government Code Section 53531.

- b. The Authority and TIDA anticipate that a portion of the total Authority Costs will be covered by state and federal funds, including but not limited to state Proposition IB and federal Highway Bridge Program dollars. If the state or federal government provide funds or approve a grant for the Authority Costs that requires local matching funds, the Authority shall make the initial payments of any required local matching funds ("Matching Funds Advance"). TIDA shall be responsible to reimburse the Authority for any Matching Funds Advance, plus interest calculated under subsection (a) above, in installment payments under subsection (c) below. If state or federal funds do not become available for the Authority Costs, the Authority and TIDA shall work together in an effort to identify other funding sources. If state or federal funds are made available for the Authority Costs, but the applicable state or federal agency disallows the Authority's reimbursement claims on costs related to Authority Costs, the Authority and TIDA shall work together with the applicable state and federal agency in an effort to address and correct any grounds for the disallowance decision.
- c. All Authority Costs, Matching Funds Advance and accrued interest are referred to in this Agreement as the "Project Costs." TIDA shall reimburse the Authority for all Project Costs, less any state or federal government funds actually reimbursed to the Authority (the "TIDA Reimbursement Obligation"), in four annual installment payments, as follows:

Payment Number	Amount Due	Due Date	
First Payment	25% of the then current amount due under the Agreement	The earlier of December 31, 2011 or thirty (30) days after the first close of escrow for transfer of NSTI from TIDA to TICD	
Second Payment	33% of the then current amount due under the Agreement	The earlier of December 31, 2012 or 365 days from the date of the First Payment.	
Third Payment	50% of the then current amount due under the Agreement	The earlier of December 31, 2013 or 365 days from the Second Payment.	
Fourth Payment	Balance due	The earlier of December 31, 2014	

	or 365 days from the date of the Third Payment.
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Interest shall continue to accrue on outstanding unreimbursed Authority Costs and Matching Funds Advance until such time as TIDA fully repaid the TIDA Reimbursement Obligation. In addition, for any Project Costs to be reimbursed by a state or federal agency, the TIDA Reimbursement Obligation shall include interest at the applicable rate under subsection (a) on any funds the Authority expends to pay the Consultant's and Caltrans' invoices for the period of time from payment by the Authority to the Consultant or Caltrans until the applicable state or federal agency reimburses those amounts, but only if these Authority interest costs are not eligible for reimbursement under the applicable State or federal funding program. TIDA shall fully reimburse the Authority for the TIDA Reimbursement Obligation by no later than December 31, 2014. TIDA shall have the right to pay all or any portion of the amounts due under this Agreement at any time.

- d. In no event shall the principal amount of TIDA Reimbursement Obligation exceed Nine Million Two Hundred Eighty Seven Thousand Dollars (\$9,287,000) ("not-to-exceed amount"), as outlined in the Total Budget attached to this Agreement as Appendix E, without approval of TIDA's Board of Directors. The not-to-exceed amount does not apply to or limit TIDA's obligations for accrued interest on the Authority Costs or any Matching Funds Advance. In addition, notwithstanding the not-to-exceed amount set above, if state or federal funds do not become available for the Authority Costs, or if any state or federal agency disallows the Authority's reimbursement claims on costs related to the Authority Costs, TIDA shall bear the responsibility for all Authority Costs, subject to approval by the TIDA Board of Directors and the Board of Supervisors of a revised Total Budget.
- e. The Authority and TIDA acknowledge that this Agreement memorializes a reimbursement obligation of TIDA to the Authority and shall not be construed as a grant or gift of funds from the Authority to TIDA.
- Appendix C of the Agreement, Consultant and Caltrans Scope of Work, is struck and replaced in its entirety by the Appendix C attached hereto and incorporated by reference as if fully set forth herein.
- Appendix D of the Agreement, Consultant/Caltrans/Authority Budget, is struck and replaced in its entirety by the Appendix D attached hereto and incorporated by reference as if fully set forth herein.
- Appendix E of the Agreement, Total Budget, is struck and replaced in its entirety by the Appendix E attached hereto and incorporated by reference as if fully set forth herein.

mentioned above.	
AUTHORITY	TIDA
Recommended by:	
Cynthia Fong Deputy Director for Finance and Administration	
Approved by:	Executed by:
José Luis Moscovich Executive Director	Jack Sylvan Treasure Island Redevelopment Project Director On behalf of the Treasure Island Development Authority
	Approved as to form:  Dennis J. Herrera City Attorney
	By: Deputy City Attorney
Appendices: Amended Appendix C, dated June, 2010 Amended Appendix D, dated June, 2010 Amended Appendix E, dated June, 2010	

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day first

# Appendix C

#### Consultant and Caltrans Scope of Work

#### Scope of Services

TIDA has requested that the Authority continue to proactively manage and obtain Caltrans project development approvals for the I-80/Yerba Buena Island (YBI) Interchange Improvements project. The Authority is undertaking this effort in its capacity as Congestion Management Agency for San Francisco and in cooperation with TIDA, the Office of Economic and Workforce Development (OEWD), and Caltrans District 04.

The project development process consists of a two-phase effort with Phase 1 consisting of the conceptual engineering, PR and ED. The ED is a combined Environmental Impact Report (EIR) and Environmental Impact Study (EIS). Phase 2 is continued preliminary engineering and design up to final PS&E documents.

The Authority has retained its consultant to provide the necessary planning and engineering services to produce all necessary documents required to obtain the Project Approval and Environmental Clearance (a Project Report (PR) and an Environmental Document (ED)), and to complete design and engineering work through final PS&E. The Authority's consultant shall be responsible for all work necessary to prepare a PR/ED and to complete PS&E documents and shall comply with applicable local, State, and Federal standards.

TIDA has also asked that the scope of the consultant services contract include preliminary engineering, environmental analysis and design for the seismic retrofit of the Yerba Buena Island (YBI) Viaducts on the west side of YBI. The consultant scope of work for the YBI Viaducts portion of the project includes all work necessary to prepare preliminary engineering, environmental analysis and design in accordance with the current Caltrans policies and procedures and includes all work necessary to complete construction drawings for the Viaducts that will be bid by the City.

The scope of work for the new YBI Ramps portion of the project includes all work necessary to prepare a PR and ED in accordance with the current Caltrans policies and procedures and includes all work necessary to complete construction drawings for the new ramps that may be bid by Caltrans. The final PR and ED will require the City and County of San Francisco (City), the Authority and Caltrans approval.

Project schedule: the Authority desires to adhere to the milestone schedule shown below for the consultant contract to develop the appropriate preliminary and final design documents. The schedule is intended to include adequate time for review and comments by the appropriate participating agencies.

· Notice to Proceed

July 1, 2010

· Complete Preliminary Design

September 2010

· Complete Final Design

February 2011

Construction Contract Advertisement

August 2011

#### Caltrans Scope of Work

In order to build the YBI ramps in conjunction with the construction of the new Eastern Span of the San Francisco – Oakland Bay Bridge (SFOBB), two critical Cooperative Agreements have been executed with Caltrans defined as follows:

- 1. Cooperative Agreement No. 4-2283 defines responsibilities for issuance and implementation of an Addendum (in November 2009) to the currently advertised SFOBB Yerba Buena Island Transition Structure (YBITS) # 1 project. This construction contract Addendum allows for structural steel and concrete to be constructed as part of Caltrans SFOBB YBITS # 1 project to accommodate the future construction of the YBI Ramps project. Agreement Amendment No. 2 reimburses Caltrans for their construction capital and support costs estimated at \$715,000.
- Cooperative Agreement No. 4-2137 defines responsibilities for both the Authority and Caltrans for project development work (i.e.: environmental analysis, right of way, and design) required for the project. Agreement Amendment No. 2 also establishes reimbursement to Caltrans for State services estimated at \$750.000.

#### YERBA BUENA ISLAND - WEST SIDE VIADUCT RETROFIT

#### **AECOM Scope of Work**

This scope of services has been prepared for the San Francisco County Transportation Authority (Authority) in order to initiate Seismic Retrofit Strategy and provide Retrofit PS&E for the Construction of the Yerba Buena Island West Side Viaduct Retrofit Project. The Authority has requested this scope of services be considered as another amendment to our current YBI Ramps Project. To achieve the overall Island Transportation Safety Improvements, close coordination between the two projects is required to coordinate funding, staging, and traffic handling. The following scope represents work for retrofit of the existing West Side Viaducts:

## Phase 1 - Preliminary Engineering and Environmental Studies

#### Tasks

- 1.0 Project Management
- 2.0 Field Survey / 3D As-Built Survey
- 3.0 Concrete X-Ray / Ground Penetrating Radar
- 4.0 Preliminary Geotechnical Investigations & Borings
  - 4.1 Field Investigation & Preliminary Foundation Report
  - 4.2 Draft Foundation Report
- 5.0 Seismic Strategy Reports / Seismic Retrofit Review
  - 5.1 Review Existing Viaduct Data
  - 5.2 Mandatory Field Review
  - 5.3 As-Built Seismic Analysis
  - 5.4 Draft Strategy Report
  - 5.5 Strategy Meeting
  - 5.6 Final Strategy Report

#### 6.0 Environmental Document

- 6.1 Preliminary Environmental Study (PES) Form
- 6.2 Environmental Technical Studies
  - 6.2.1 Water Quality Analysis
  - 6.2.2 Natural Environmental Study
  - 6.2.3 Visual Impact Analysis
  - 6.2.4 Cultural Resources
- 6.3 Categorical Exemption / Categorical Exclusion Form
- 7.0 Initiate Right of Way Transfer

# Phase II - Approved Strategy Design

#### Tasks

- 8.0 Prepare Plans, Specifications, and Estimates
  - 8.1 Project Management and Meetings
  - 8.2 Roadway Plan Submittal (65% Plans)
  - 8.3 Retrofit Design Submittal (Unchecked Structure Plans)
  - 8.4 Unedited Specifications

- 8.5 65% Quantities and Estimates
- 8.6 Finalize R/W Requirements
- 9.0 Final Foundation Report
  - 9.1 Prepare Draft Foundation Report
  - 9.2 Prepare Final Foundation Report
- 10.0 100% Plans, Specifications, and Estimates
  - 10.1 Project Management
  - 10.2 Final PS&E
  - 10.3 Final PS&E Approval

#### PHASE 1

#### PRELIMINARY ENGINEERING AND ENVIRONMENTAL STUDIES

Phase 1 Scope of Work includes AECOM Project Management as well as all preliminary engineering studies and field reviews for the determination of the retrofit strategy. It also includes determination of the Historic Resources Evaluation Report (HRER) as well as Environmental studies to support retrofit only of the structures. To correlate with the current HBP funding request, only seismic retrofit design improvements similar to those noted in the documented Treasure Island Seismic Vulnerability Report, dated February 15, 2006 are included in the retrofit scope for Phase 2 Design. If structure replacement becomes the approved Strategy, or rehabilitation work such as barrier replacement, deck overlays or other repair work is requested to be added to the project design, the associated design and environmental effort to support this expanded retrofit shall be considered out of scope work.

TASK 1 - PROJECT MANAGEMENT - Consultant will perform the following Project Management activities:

- Supervise, coordinate and monitor product development for conformance with Caltrans, SFCTA, City and County of San Francisco standards and policies.
- b) Coordinate in-house design staff and subconsultants to assure free and timely flow of information for each task activity.
- c) Assure compliance with other codes and standards as acceptable to Caltrans and approved by SFCTA. An example would be the use of San Francisco standards for arterials and local roads outside Caltrans' right-of-way.
- Assure that documents requiring Caltrans' oversight review are prepared in accordance with Caltrans' standards, guidelines, and procedures.
- e) Prepare a detailed project schedule within two weeks after Notice to Proceed, and submit an updated electronic file schedule on a monthly basis.
- 1.1 Project Administration Consultant will perform the following project administrative duties:
  - a) Prepare and submit monthly progress reports in SFCTA format that will identify work performed on each task the preceding month. Percent complete compared to percentages billed for each task will be shown.
  - b) Prepare a monthly summary of total charges made to each task. This summary shall present the contract budget for each task, reallocated budget amounts, prior billing amount, current billing, total billed to date, and a total percent billed to date.
  - c) Provide a summary table in SFCTA format indicating the amount of LBE firm participation each month based upon current billing and total billed to date.
  - d) Provide a monthly invoice by task that will present charges by staff member at agreed to hourly rates, expense charges, and subconsultant charges. Support documentation for Consultant direct expenses and subconsultant charges will be attached.
- 1.2 Quality Assurance / Quality Control Consultant will establish and implement a quality control procedure for design activities by in-house and subconsultants. The QA/QC

procedure set forth for the project shall be consistent with Caltrans' most recent version of "Guidelines for Quality Control / Quality Assurance for Project Delivery".

The QA/QC process for this project will consist of the following minimum reviews:

- a) Discipline Review each responsible design discipline leader will perform technical checking.
- b) Peer Review/Coordination Checking Coordination and independent checking activities will be performed by a separate group of engineers who have the capability to identify and evaluate coordination problems and to initiate, recommend, or provide solutions.
- c) Constructibility Review A constructibility review will be performed for each alternative recommended for further study.
- 1.3 Agency Coordination Consultant will perform coordination with Agencies as required for project development. Coordinate design effort with team members, including the following:
  - a) Caltrans (offices, departments, divisions and groups as directed by Caltrans Project Development) and, if applicable, Caltrans Division of Structures, assume 4 meetings
  - b) San Francisco Engineering and Planning Departments, assume 2 meetings
  - c) San Francisco Right-of-Way, assume 1 meeting
  - d) Affected utility companies, assume 2 meetings
  - e) Regulatory agencies and private property owners .assume 2 meetings
  - f) BATA PMT and the TBPOC. Assume 8 meetings
- 1.4 Progress Meetings and Reporting Consultant will attend the following meetings:
  - a) Project Kick-Off meeting with Caltrans to identify the issues to be resolved, and review the project scope of work.
  - b) Technical workshop meetings with Caltrans and other agencies to resolve issues.
  - c) Design coordination meetings with in-house design team and subconsultants.
  - d) Conduct regular monthly Project Development Team (PDT) Meetings, assume 24 meetings. SFCTA will determine the location for the meetings. Required activities include the following:
    - i. Preparation and submittal of agenda for PDT Meetings.
    - ii. Preparation and submittal of Status of Submittals Register.
    - iii. Preparation and distribution of meeting after each PDT Meeting.
  - e) Public meeting(s) to present preliminary alternatives and obtain public input, assume 4 meetings
  - f) Public hearing(s) as part of the environmental process, assume 1 meeting
- 1.5 Technical Advisory Committee:

- Select panel members with various disciplines and/or from agencies, including CTC, MTC, BATA, and FHWA
- b) Develop mission statement, goals and schedule
- c) Hold three meetings with the final meeting providing direction for the project

#### TASK 2 - FIELD SURVEY/3D AS-BUILT SURVEY

It is anticipated that the strategy determination phase of the work will rely on 3D Survey Scans for existing topographic information as well as the majority of superstructure and columns as-built dimensions. Available information will be used to describe temporary and permanent easement/takes and the potential impacts, for estimating purposes.

- 2.1 Field Survey following activities will be performed by Towill as part of Field Survey;
  - a) Establish Ground control
  - b) Establish Existing Alignment for:
    - · Treasure Island Road
    - Hillcrest Road
    - Westbound Entrance Ramp from I-80 Bay Bridge
    - Eastbound Exit Ramp to I-80 Bay Bridge
    - I-80 Bay Bridge Centerline
  - c) Cross section survey will be performed at 50 ft intervals
- 2.2 Three Dimensional (3D) As-Built Survey -following activities will be performed;

Due to the absence of the actual as-build information for the structures and constraint sight conditions in the project area a 3-Dimensional survey will be performed. Such survey allows for development of detailed three dimensional reliable as-built information.

Survey will include visible roadway surface, visible bridge structural details above and below the bridge deck, exposed bridge members, footings and piers.

# TASK 3 - CONCRETE X-RAY/GROUND PENETRATING RADAR

Eight of the Viaduct structures that are eligible for seismic retrofit lack detailed as-built information. To analyze these structures, detailed information of the column, bridge deck and foundations is necessary. This can be performed by AECOM special services staff using non-destructive methods such as X-Ray and Ground Penetrating Radar (GPR).

Portable X-Ray equipment can be used for the exposed columns. It will be important that joint location of the column to the bridge foundation is examined to establish amount of steel. GPR will be used for pile cap locations. In some cases pile caps will need to be exposed if possible since equipment can only penetrate 18 inches through concrete. At column locations penetration depth can be increased to 24 inches if radar is used from both sides.

In cases where column or pile cap cannot be accessed for examination, exposed typical condition for the bridge will be assumed based on the field data.

#### TASK 4 – PRELIMINARY GEOTECHNICAL INVESTIGATIONS & BORINGS

EMI will perform preliminary geotechnical evaluations in the project area including the geotechnical field investigation. This information is a necessary aid for the bridge evaluations and the development of the retrofit strategy. Project location is in highly variable terrain with possible high seismicity. Site geology is composed of the variable soil cover and fractured rock with potential of land sliding. Variable groundwater conditions exist in the project area.

# 4.1 Field Investigation & Preliminary Foundation Report

- a) Collect and review existing data (As-built bridge log of test borings and foundation reports)
- b) Conduct aerial photograph review and interpretation to determine slide and erosion
- c) Geological field mapping Area-wide geological surface mapping by engineering geologists to determine daylighting and potentially unfavorable joints at rock outcrops and bedding, and extent of existing slide areas. Soil cover is present and varies in thickness. Analyze geologic mapping data, and prepare geologic map identifying slide zones and strike/dip of rock joints.
- d) Develop initial geologic cross sections.
- e) Conduct site seismicity evaluation, present existing site-specific ground motions used for YBI on East Span project.
- f) Determine feasible foundation types.
- g) Prepare preliminary foundation report (PFR) with site seismicity evaluation, findings from review of existing geotechnical information, geological mapping, and feasible foundation types.

# Deliverables: Draft Preliminary Foundation Report

- h) Geotechnical field investigation
  - Conduct field review to plan investigation to locate bore sites to avoid temporary access road or platform construction.
  - Conduct geotechnical field investigation in summer using rotary-wash soil boring and rock coring to determine soil and rock conditions, rock mass characteristics, and measure groundwater table if possible.
  - o Approximate number of borings (by structure):

Structure	Length	#	Existing	New Foundations	#
#	(ft)	Spans	Foundations		Borings
1	220	3	Spread footing	Check foundation capacity	2
2	600	15	Spread footing	4' dia. CIDH	4
3	250	12	Spread footing	4' dia. CIDH	2
6	120	3	Spread footing	Check foundation capacity	2
4	160	8	Spread footing	4' dia. CIDH	2
7A	90	5?	36" CIDH piles,	Check foundation capacity	1

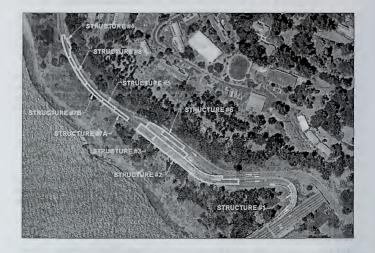
5	60	4	24" CIDH, 30"	Check foundation capacity	0
		-	Soldier piles		
7B	100	6?	36" CIDH piles	Check foundation capacity	1
8	150	?	18" CISS piles	Check foundation capacity	2
Total number of borings (minimum scope w/o Structure 5)			14		
For any	new retainir	ng wall(s	): 1 boring every 200	ft	1

- o For all structures, it is assumed that borings can be drilled from (top) deck. For Structures 1 and 2, field review is needed to determine if borings may be drilled from roadway shoulder areas alongside the bridge. For Structures 3 and 6, roadway width appears to be insufficient for placement of borings on roadway. Field review is required. These single-lane bridges may need to be closed and night-time drilling may be necessary.
- Hard drilling and challenging logistics is anticipated. Schedule and progress depends on weather conditions and permit requirements.
- o Flagged traffic control is anticipated.
- Perform soil and rock strength testing in-situ if possible (standard penetration in soil, pressuremeter in rock) and in laboratory to obtain design properties and strengths.
   Conduct corrosion evaluation based on testing of soil samples per Caltrans Corrosion Guidelines.

# TASK 5 - SEISMIC STRATEGY REPORTS / SEISMIC RETROFIT REVIEW

AECOM will produce a seismic strategy report meeting Caltrans/FHWA requirements for the 8 structures. All of the structures shown below, except Structure 5, met Caltrans screening criteria for retrofit. Local ownership of the structures and entry into the NBIS must be secured before the HBP applications can be filed. Once the structures are entered into the NBIS by Caltrans, an application will be prepared to secure funding for preparation of the seismic strategy report. This report will be prepared to define a retrofit strategy and associated construction cost estimate for review and approval by Caltrans/FHWA. Subsequent to final strategy determination and approval by Caltrans, HBP applications will be prepared to secure funding for construction. The seismic evaluation and strategy development will be performed and documented in accord with the Caltrans guidelines in force at the time of the NTP.

The following are the typical steps involved in the evaluation and preparation of a seismic retrofit strategy for each of the subject structures. A description of each of the structures [1-8] follows the scope.



# 5.1 Review Existing Viaduct Data

Upon receiving a Notice to Proceed (NTP), AECOM will assemble and thoroughly review all available information about each structure and its site (as-built bridge plans, planning documents, inspection/maintenance reports, foundation reports, etc.) in order to select critical bridge components and physical terrain features on which to concentrate during the field review.

The following is an excerpt from Local Assistance Program Guidelines: Seismic Safety Retrofit Program, Section 7.8 - Mandatory Field Reviews: Objectives;

Field reviews for seismic retrofit projects are mandatory. The objectives of field reviews for seismic retrofit projects are also different in several ways from typical local agency projects as outlined in Chapter 7, "Field Review," of the LAPM. The objectives of a seismic project field review are to:

- Begin to scope the project. (The project will not be fully scoped until after the strategy meeting.)
- Verify that the As-Built plans accurately represent the existing conditions.
- Check for modifications that would affect the seismic response of the structure.
- Dimension any members that are not accurately shown on the As-Built plans.

- If no As-Built plans are available, measure and dimension all pertinent structural members using 3D Scan survey findings for superstructure and column member sizes, with additional X-ray scans columns to determine approximate main reinforcement, and ground penetrating radar to determine approximate foundation size.
- Check for new conditions that would be affected by construction work.
- Discuss environmental considerations.

#### 5.2 Mandatory Field Review

AECOM will coordinate with Caltrans District and Structures Local Assistance personnel as required to schedule the field review, including the appropriate representatives. Checklists for inspection of the site will be prepared in advance to expedite the process.

It is anticipated that a representatives from each discipline will attend (environmental, civil, survey, hydraulic, geotechnical, bridge, etc.) and participate in this critical site visit. In order to minimize travel expenses, the site visit will be scheduled to coincide with the kickoff meeting.

A letter report, summarizing the findings and documenting the critical features of each structure involved will be prepared. A photo exhibit will be attached to the letter to illustrate the key features and findings.

#### 5.3 As-built Seismic Analysis

The seismic evaluation of the subject structures will be based on the latest performance-based criteria as defined in the Caltrans Seismic Design Criteria (SDC).

The initial analysis will be a gravity analysis both to determine dead and live load forces in the substructure and to verify the model. Response spectrum dynamic analyses, by modal superposition, will then be performed utilizing appropriate spectra specified in the current criteria. A sufficient number of modes will be used to capture a minimum of 90 percent mass participation.

Displacement ductility methods will be the basis for evaluating the vulnerability of the structure. Displacements from dynamic analyses, using cracked section properties, are taken as the seismic demand. Once the bents have been analyzed, foundation elements will be evaluated for the plastic hinging moments at the bases of the columns. Again, pseudo non-linear approaches (e.g., rocking analysis) will be utilized, if necessary, to evaluate whether limited pile failure in pile foundations would shed load from the pier under consideration, and thereby eliminate the need for retrofitting.

#### **Determine Retrofit Alternatives**

AECOM will review the analytical results and develop a set of possible retrofit measures to correct the identified deficiencies. The total possible options will be reduced to one or two schemes considered feasible. As-retrofit seismic analyses will be produced to evaluate the ability of each scheme to achieve the desired result. For each alternative, tables will be developed showing the demand versus capacity of all major components of the structures.

#### Prepare Cost Estimates of Alternatives

Cost estimates will be developed for the most promising of the strategies to determine which will be the most cost-effective. Current pricing data representative of the area in which the bridge is located will be used.

#### DESCRIPTION OF THE STRUCTURES

#### Structure 1

Structure I was originally constructed in 1964. The superstructure was retrofitted with longitudinal cable restrainers in 1993. This structure was assigned the Caltrans bridge number 34U0003.

The structure is a 218.0 ft long, 25.0 ft wide, five-span, out-rigger column bents structure. The structure is on a sharp curve radius of 68.0 ft and it makes an approximately 100° turning angle from the beginning of the bridge TU5 to the end of the bridge at Bent 2. The structure is comprised of structural steel I-girders with a 6" thick RC deck slab.

The abutment at the beginning of the bridge is a high cantilever abutment on a spread footing. There is a long tall retaining wall on a spread footing along the south side of the abutment. The abutment at the end of the bridge is cantilevered out with steel seat extensions.

Bents TU1 and TU2 consist of a concrete bentcap that is integral with the concrete column on the west support and is simply supported on a bronze bearing assembly on the east support. The east supports share a column with the Bay Bridge.

Bents TU3 and TU4 are moment frame bents in which the bentcap/columns are integrally connected with the superstructure.

#### Structure 2

In 1964, the older structure was torn down and a brand new steel bridge was built. While the majority of the bridge is new, the west abutment at TU21 existed when the bridge construction was performed. This structure was assigned the Caltrans bridge number 34U0004.

A Minor retrofit was performed in 1991. The structure was again retrofitted in 1993, which consisted of fixing the superstructure connections to the abutment, modifying the column base connections, and adding restrainer cables.

This structure is a 580 ft long, 45 ft wide, nine-span structure. The east portion of the structure has four spans, with two outrigger column bents and one concrete column C-bent. The east portion starts on tangent and turns on a sharp curve at the second span. The west portion of the structure is on tangent and has five 50ft spans supported by six-20ft steel braced frame towers. This superstructure is comprised of structural steel I-girder with a 6.5" thick RC deck slab.

The abutment at the beginning of the bridge is a high cantilever abutment on spread footing. There is a long tall retaining wall on spread footing along the north side of the abutment. The abutment at the end of the bridge has a steel seat extension with anchorage both vertically and horizontally.

In the longitudinal direction, all the lateral loads of the bridge would be transferred to the abutment and the bridge towers. Bent TU7 is a concrete column C-Bent supporting the structure.

Bents TU8 and TU9 are moment frame bents in which bentcap-columns are integrally connected with the superstructure. Bents TU10 to TU20 are braced-frame bents supported by steel columns on concrete pedestals.

When the lateral demand exceeds the capacity of the bent diagonal bracing (shear capacity of the three 5/8"rivets), or the capacity of the connections to superstructure, the structure will become unstable and will collapse in the transverse direction.

The west portion of the structure is a 370-ft straight bridge consisting of six 20-ft wide steel towers with 50-ft clearance in between. Each tower is braced transversely and longitudinally. Tower steel columns are supported by concrete pedestals with transverse concrete grade beams. The superstructure beams are equally spaced and are aligned parallel to the TU Line.

#### Structure 3

In 1964, the older structure was torn down and a brand new steel bridge was built. While the majority of the bridge is new, some footings remained unchanged or reconstructed with new footings. This structure was assigned the Caltrans bridge number 34U0005.

Minor retrofit was performed in 1991. The retrofit fixed concrete spalls at various locations and painted steel members of the structure. Further structural retrofit was performed in 1993. The retrofit included fixing superstructure connections to abutment and column base connections, and adding restrainer cables.

This structure is a 252 ft long, twelve-span, steel brace frame bents structure. It is 25' wide at the east portion and 45' wide at the west portion (divided by LT9). All thirteen bents (LT1 to LT13) are equally spaced at 21' on center supported by steel columns on concrete pedestals. The superstructure is comprised of structural steel I-girder with 6.5" RC deck slab.

The abutment at the beginning of the bridge is a high cantilever abutment on spread footing. There is a long tall retaining wall on spread footing along the north side of the abutment. The abutment at the end of the bridge has a steel seat extension with anchorage both vertically and horizontally.

Bent LT8 and LT9 are also braced longitudinally as they are expected to take partial longitudinal lateral force.

#### Structure 4

The Bridge was built 1932 and modified in 1960's to accommodate increased traffic. Further, in 1991 minor renovation works was conducted; like painting the corroded steel surface, replacing thick A/C overlay by a thinner one, filled cracks and minor holes in concrete surface and alignment of bracings, based on report prepared by, Moffatt & Nichol Engineers.

Overall length of the bridge is 161'-0" with high cantilever and stepped abutments at both ends. The Bridge superstructure consists of 8.5" thick concrete slab, 21" WF steel girders and cross beams. There is an expansion joint at Pier 4. All Bents are braced frame bents supported by steel columns on concrete pedestal.

#### Structure 5

We have limited as-built drawings for this structure, and no other information is available. In 1996, a landslide washed away the existing bridge at this location. That same year, a replacement

structure was designed and constructed. The original structure, Structure Number 7, can still be found at both ends of this structure.

The bridge is oriented in a north-south direction, and carrying two lanes of traffic between Treasure Island and both the Bay Bridge and Yerba Buena Island. The structure is a simple span Precast Prestressed concrete I-girder bridge, and has essentially a straight alignment with no skew at either end

The length of the bridge is 65.5°, while the width of the bridge is 35.2° at the south abutment and 31.5° at the north abutment. Five prestressed I-girders are spaced along the length of the bridge, with a midspan cross diaphragm of approximately 10" x 20", and full height end diaphragms at both abutments of unknown thickness.

At both ends of the bridge, girders are supported by seat-type abutments, which are immediately adjacent to older portions of the structure at each end and therefore do not have a backwall which can be mobilized. It is assumed that the abutments are supported by CIDH piles, and that the girders have a nominal positive connection to the pilecap. Available seat width at both abutments is 24".

#### Structure 7A & 7B

There are no as-built drawings for this structure, and information from 1950's showing that the bridge was part of the original bridge and therefore assumed to be built in 1937. The structure was modified in 1996, when a portion of this bridge was washed away by a landslide and replaced by a precast prestressed 1-girder bridge.

Therefore, the original extent of Structure number 7 was from the north abutment of Steel structure number 2 to the south abutment of structure number 8, and in its present arrangement has Structure number 5 placed within that original range.

The following bridge description describes only the existing bridge portion between structure number 5 and structure number 8; it should be inferred that the bridge portion between structure number 5 and Steel structure number 2 is identical in layout and composition. Please refer to "Year Modified? Retrofitted".

The bridge is oriented in a north-south direction along a curved alignment, and provides two lanes of traffic between Treasure Island and both the Bay Bridge and Yerba Buena Island. The bridge is a multi span cast-in-place, reinforced concrete slab bridge on integral bentcaps supported by Cast-In-Steel Shell piles.

The bridge consists of 8 continuous spans, resulting in a longitudinal 6 - bent frame with cantilevered ends at both ends of the structure for an approximate longitudinal bridge length of 103 feet. The bents are typically spaced at roughly 18.0' on-center, with the first and last spans consisting of 6' cantilevered slabs ending on 12" transverse edge girders. These edge girders frame into the 13" wide continuous edge girders on one side and into the retaining walls on the other end.

The width of the structure is 19' wide from the underside of the structure, which is measured from the outside edge of a continuous edge girder to what is assumed to be a retaining wall at the east end. Considering that a two lane road is a minimum of 24' without accounting for shoulders, it is reasonable to infer that the structure cantilevers at least 5' beyond the visible edge of the supporting retaining wall, and is symmetrical about the longitudinal centerline of the bridge.

In the transverse direction, rectangular 13"x 26" bentcaps transfer lateral and vertical loads from the deck to 2 - 18" diameter cast-in-steel-shell piles, and to the assumed retaining wall of unknown wall thickness on the east side of the bridge. The CISS piles are typically spaced 8.0' apart along the centerline of the bentcap, and the west pile is 3.5' from the outside edge of the 13" wide edge girder. There is no available information as to the depth to which the CISS piles were driven, although in one location were the existing slope has eroded, an exposed height of 8' feet below the top of the original ground is visible.

#### Structure 8

There are no as-built drawings for this structure, and information from 1950's showing that the bridge was part of the original bridge and therefore assumed to be built in 1937. The structure has not been modified nor retrofitted.

The bridge is oriented in a north-south direction along a curved alignment, and provides two lanes of traffic between Treasure Island and both the Bay Bridge and Yerba Buena Island. The bridge is a multi span cast-in-place, reinforced concrete slab bridge on integral bentcaps supported by cast-in place piers.

The bridge consists of 9 continuous spans, resulting in a longitudinal 8 - bent frame with a cantilevered end at the south end of the structure and a simple bearing support at the north end. Bents are typically spaced at roughly 18.0° oc, for a total of 8 bents and an approximate longitudinal length of 149 feet.

The width of the structure is 18' wide from the underside of the structure, which is measured from the outside edge of a continuous edge girder to what is assumed to be a retaining wall at the east end. Considering that a two lane road is a minimum of 24' without accounting for shoulders, it is reasonable to infer that the structure cantilevers at least 6' beyond the visible edge of the supporting retaining wall.

In the transverse direction, rectangular 24"x 22" bentcaps transfer lateral and vertical loads from the deck to a cast-in-place pier roughly 6.0' from the outside edge of the edge girder, and to what is assumed is another CIP pier beyond the edge of the retaining wall seen at the east underside of the superstructure. These CIP piers are 24" square, which approximately 10" beneath the bentcap transitions to a 36" diameter cast-in-place pier. At the wall, the edge of the 36" CIP pier is visible, although it seems as if a retaining wall was cast flush with the edge of the 24" CIP pier face, in order to retain the hillside. The CIP piers were hand-dug, but there is currently no information as to how far beneath the surface of the soil the bottom of the piers is.

The south end of the bridge abuts to a very similar bridge structure, structure number 7, with each joining end being a cantilevered slab ending on a 12" transverse edge girder. The north end of the bridge consists of a bentcap supported on two CIP piers on which the slab rests; building paper or similar joint separator can be seen between the bentcap and the slab and edge girder, indicating that this end of the bridge allows for minimal bridge thermal expansion and contraction. In neither of the abutments are there backwalls which can mobilize soil, and in both cases a maximum of 1" separation exists between structural elements.

# 5.4 Draft Strategy Report

The results of the analyses and proposed strategies for retrofit will be described in the Draft Strategy Report. This report will describe the structure, analysis methods and models used,

analytical results, evaluation of structural components, and recommendations for retrofit. A cost estimate for the recommended strategy will be included in the report. The estimate will include associated costs for utilities, right-of-way and approach roadway works, which may be reasonably anticipated at the time. This draft report will be submitted for review one week before the scheduled strategy meeting.

## 5.5 Strategy Meeting

AECOM will schedule and participate in a strategy meeting to present the evaluation procedures used, describe our findings and discuss proposed retrofit measures. Comments from the Caltrans will be discussed, meeting minutes recorded and distributed to all the attendees within 5 working days of the meeting date.

# 5.6 Revise Strategy / Update Final Strategy Report

After the strategy meeting, alternative retrofit strategies and/or supplemental analyses agreed upon by the attendees will be prepared and resubmitted for review. Upon final strategy determination, the Final Strategy Report will be produced. It will include Draft Strategy Report, Strategy Meeting Minutes; response to the comments; a brief statement of the Final Strategy Determination, its cost impact, and recommendations for action.

#### TASK 6 - ENVIRONMENTAL DOCUMENT

#### 6.1 Preliminary Environmental Study (PES) form

AECOM will prepare the Preliminary Environmental Study (PES) form and coordinate a field review with the project team and Caltrans, District 4 staff to confirm preliminary determinations from the project initiation process. The information contained with the PES form will serve as the foundation for the environmental team to begin technical analysis, early consultation with applicable Federal and State agencies and provide preliminary determinations on both the potential significant effect(s) and the appropriate level of environmental documentation.

Deliverables - PES Form

#### 6.2 Environmental Technical Studies

6.2.1 Water Quality Analysis – AECOM will analyze the two viaduct build alternatives to characterize existing water quality of both surface waters and groundwater found in the project area. AECOM will prepare a Water Quality Assessment (WQA) to assess the potential impacts from the proposed project on water quality. Background research shall be conducted to determine the geologic, topographic, soils, and water resources associated with the proposed project site to provide baseline information for this study. The WQA will describe the aspects of the physical environment relative to water resources, and summarize the aspects of the proposed project that could affect these resources during construction and following completion of the bridge replacement project.

If it is determined that the construction or operation of the proposed project could adversely affect water resources, preliminary mitigation measures to avoid or reduce these impacts will be described in the WQA. Mitigation measures are expected to include Best Management Practices (BMPs), adopted agency standards and specifications, and preparation of a Stormwater Pollution Prevention Plan (SWPPP) prior to construction.

#### Deliverables - Water Quality Report

6.2.2 Natural Environment Study – Biological services to be conducted by AECOM will include preparation of a Natural Environment Study and coordination with various state and federal agencies. AECOM will prepare the NES through use of qualified botanists, wildlife biologists, and fisheries biologists familiar with the biological resources in San Francisco Bay. During preparation of the NES, AECOM will review relevant background materials including United States Fish and Wildlife Service (USFWS) lists of federally listed species with potential to occur in the study area, the California Department of Fish and Game's (DFG's) Natural Diversity Database (NDDB), and the California Native Plant Society's (CNPS's) Electronic Inventory of Rare and Endangered Plants of California. AECOM will also review aerial photographs of the project site and environmental documents previously prepared in support of the proposed project.

AECOM will subsequently conduct a survey of the study area. Biologists will document existing biological resources in the study area, prepare a habitat map, assess the potential of the site to support special-status species, and record all plant and wildlife species observed. The location and extent of invasive weed populations will also be noted.

Based on information obtained through a review of existing documentation and the field reconnaissance, AECOM will prepare the NES in accordance with the current format of the Caltrans SER website. The NES will include:

- a description of methods, including required studies and survey dates;
- an environmental setting section describing the habitat types present in the study area;
- a map depicting locations of known or potential sensitive biological resources on the project site, including sensitive habitats and special-status species;
- a map depicting the location and extent of invasive weed infestations in the study area, if applicable;
- a map extent and location of potentially jurisdictional Waters of the U.S., including wetlands;
- a description of important biological resources in the project area, including special-status species and sensitive natural habitats;
- lists of plant and wildlife species observed at the site;
  - recommendations for any additional surveys, if required;
- a description of potentially significant impacts on biological resources resulting from implementation of the proposed project;
- mitigation measures which would avoid or minimize impacts on biological resources;
- · a cumulative impacts discussion; and
- references and personal contacts.

If follow-up focused surveys for special-status plant or wildlife species are determined necessary, these surveys can be performed by AECOM at the appropriate times of the year under a separate authorization.

#### Deliverables - Natural Environmental Study

6.2.3 Visual Impact Analysis - AECOM will prepare the technical report and assess the potential visual impacts of the proposed build alternatives. The visual evaluation shall consider both the "view from the road" and the "view of the road." This analysis shall be conducted in accordance with the FHWA manual, Visual Impact Assessment for Highway Projects (March 1981). The evaluation shall define the visual environment of the project alternatives, provide a map of the view shed, and identify key views (maximum 6 key views). The impact assessment shall use the Caltrans/FHWA significance criteria. Simulations for the build alternatives shall be prepared for the 3 key views (maximum 6 simulations). The impact analysis shall address permanent, temporary, direct and indirect impacts. Measures to avoid minimize or compensate for project effects shall be identified, and shown graphically with post mitigation simulations.

# Deliverables - Visual Impact Analysis Report

6.2.4 Cultural Resources – The Cultural Resource effort in support of the EA will be conducted jointly by AECOM. An Area of Potential Effects (APE) Map will be prepared in consultation with SFCTA and Caltrans; it will take into account APEs for recent projects on the island, including the SFOBB replacement project and the YBI Ramps project. Approval of the APE map shall be completed before the initiation of field investigations. AECOM will also communicate with local Native American organizations and individuals to facilitate the consultation requirements of Section 106 of the NHPA. AECOM will contact the Native American Heritage Commission (NAHC) to request a search of the NAHC Sacred Lands File and a list of appropriate regional Native American contacts. AECOM will send letters to each contact on the NAHC list and follow-up with at least two telephone calls, if necessary, to inquire if the Native American community has any particular concerns with the project.

Archival research shall include, but not necessarily be limited to, an examination of records maintained at the San Francisco County Assessor's and Recorder's office, historic maps, written county histories, and local inventories of historic buildings. In addition, a records search will be conducted at the Northwest Information Center (NIC) at Sonoma State University. Information gathered at County archives, the NIC, and other sources shall provide an assessment of the archaeological and historical sensitivity of the area. This research will also allow for a detailed accounting of documented prehistoric and historicera sites, features, buildings, structures, and artifacts that have been identified within and in the vicinity of the APE. This data will provide the baseline upon which subsequent field studies will be conducted.

The team will conduct pre-field, field, and reporting tasks required to address archaeological sites, historical resources, and areas of sacred and traditional concern to Native Americans that may exist within the area that would be affected by the proposed project. AECOM will conduct studies necessary to provide an Archaeological Survey Report (ASR). AECOM will prepare the Historic Resources Evaluation Report (HRER). The HRER will assess the nine viaduct structures for potential eligibility for listing in the

National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR). The HRER will be accompanied by DPR523 inventory forms for resources within the APE, and will be prepared in accordance with the Caltrans Section 106 Programmatic Agreement (PA).

AECOM will prepare the Historic Properties Survey Report (HPSR), the Finding of Effect (FOE), and Draft Memorandum of Agreement (DMOA). The FOE will address both all their effects on identified eligible or listed properties in one document. The DMOA will provide a basis for negotiation for the signatory parties, and will suggest a menu of mitigation measures.

All documents will be prepared to current Caltrans standards using methods outlined in Caltrans' Standard Environmental Reference, Vol. 2.

Deliverables - ASR, HRER, HPSR, FOE, DMOA

# 6.3 Categorical Exemption/Categorical Exclusion Form

AECOM will prepare a Categorical Exemption/Categorical Exclusion form for the Yerba Buena Island Viaducts Project. The form will be revised subsequently to client and Caltrans review.

Deliverables - Water Quality Report

#### TASK 7 - INITIATE RIGHT OF WAY TRANSFER

Towill will perform research and field surveys to prepare plat maps and legal descriptions for a total of 9 easements on Yerba Buena Island. They will perform research to gather record documents at the offices of the U. S. Navy, Caltrans, and the County of San Francisco. If necessary, they will perform field work to recover and measure boundary monumentation for the project. Following research and field investigation activities, Towill will prepare a plat and legal description for each of the nine (9) easements identified as Structure Nos: 1, 2, 3, 4, 5, 6, 7A 7B, and 8

Delivery will be two (2) signed and stamped original legal descriptions and accompanying 8.5" x 11" plat maps for each structure, and electronic pdf files of same.

#### PHASE 2

#### APPROVED STRATEGY DESIGN

Phase 2 Scope of Work includes the design and preparation of all Plans, Specifications, and Estimates (PS&E) for the retrofit of the Viaducts per Caltrans approved Seismic Retrofit Strategy requirements. This PS&E effort includes all stage construction and construction area sign details. It assumes no rehabilitation work, or structure replacement is required.

#### Task 8 - Prepare Plans, Specifications, and Estimates

AECOM will prepare base maps and complete 65% plan sheets using Metric units, in conformance to Caltrans and City standards. The design will be prepared using MicroStation and InRoads.

#### 8.1 Project Management and Meetings

AECOM will continue to perform project management activities as defined previously in this scope of work in Project Management and Meetings Task 1.

#### 8.2 Task 8.2 Roadway Plan Submittal (65% Plan Sheets)

The following 65% Roadway Plans will be prepared:

- Title Sheet & Key Map
- Layouts and Construction Details
- Erosion Control Plans & Details
- Construction Area Signs and Quantities
- Stage Construction, Traffic Handling Plans and Quantities
- Pavement Delineation Plans, Quantities, and Details
- Sign Plans, Quantities, and Details
- Summary of Quantities

# Deliverables: 65% Roadway Plans

# 8.3 Retrofit Design Submittal (Unchecked Plans)

AECOM will complete this task to prepare draft Structures Retrofit Plans in conformance with the approved Strategy. The final product is a draft set of designed and detailed structural plans. The activities include, but are not limited to:

- Perform structural analysis and develop draft Design
- Prepare draft Structure Plan Sheets
- Prepare Memorandum to Specification Engineer

The structure design shall conform to the current edition of the Bridge Design Specifications (BDS) and updated design policies issued by Caltrans DES. Contract Plans shall be prepared in accordance with the most current editions of applicable Caltrans manuals and other documentation. Current Bridge Standard Details Sheets (XS-Sheets) and current Standard Plans shall be incorporated into the Contract Plans where applicable.

For the Seismic design, the software program SAP2000, will be used. The final seismic modeling will include the time-history analysis for six ground motions for both the Functional Evaluation Earthquake (FEE) and the Safety Evaluation Earthquake (SEE) earthquakes. The FEE level earthquake is the level at which the structure cannot experience damage. The SEE level earthquake is the no-collapse level or lifeline criteria. The structure design shall be consistent with the current Bay Bridge criteria which describes the FEE event as one with a return period of 92 years or a 80% probability of exceedance within the 150-year design life and the SEE event as one with a return period of 1500 years or a 10% probability of exceedance within the 150-year design life.

Each plan sheet shall bear the State of California Registered Professional Engineer registration seal, license number and registration certificate expiration date of the engineer who is in responsible charge for developing the plan. Each plan sheet shall show the name and address of sponsoring agency and consultant in the blocks provided below the engineer's registration stamp. Each plan sheet shall show the name of the engineer who prepared the design.

Deliverables: Unchecked structure plans

#### 8.4 Unedited Specifications

Unedited Standard Special Provisions (SSP's) will be submitted to reflect the level of detail provided in the plans. It is assumed the "Up-Front" legal/boilerplate portion of the specification will be provided by SFCTA.

Deliverable: Unedited Specifications

# 8.5 65% Quantities and Estimates

65% quantity sheets will be prepared and calculations performed for all major items of work corresponding to Caltrans BEES list. All unit prices will conform to the latest version of the Caltrans Unit Cost Data Book.

Deliverable: 65% Quantities and Estimate

# 8.6 Finalize R/W Requirements

ARWS will provide ongoing project management services related to the property acquisitions, coordination with review appraiser and Caltrans R/W staff, and preparation of draft R/W Certification. This will also include an appraisal report for partial acquisitions, acquisition services, provide escrow monitoring and condemnation support.

Towill will provide the following:

Ground Control Survey - A ground Control survey using a combination of GPS and "conventional" land surveying equipment and techniques (traversing using a total station instrument and differential leveling using an automatic or digital level) will be employed to establish horizontal and vertical control. The control will be based upon the California Coordinate System of 1983, Zone 3 calibrated to the published values for the Caltrans Bay Bridge Control Network. Elevations will be referenced to the National Geodetic Vertical Datum of 1988 as shown in the Caltrans Vertical Control Network. The Control Survey will be adjusted with Star\*Net Version 6.1 least squares adjustment software.

During the control survey, existing property corner monuments will be located and surveyed to determine the adjoining ownership and Caltrans Rights of Way.

We will establish new control points necessary for the monumentation of the new Right of Way boundary. Each control point will be set with a semi-permanent monument, such as a rebar and Towill Cap, PK nail with a washer, survey spike, or equivalent.

Document Research and LandNET Base Map - Perform research to acquire existing public record maps at Caltrans and at County offices. Field reconnaissance will be performed to recover monumentation adequate to re-establish the existing Caltrans and adjoiner boundary lines. It is anticipated that two preliminary title reports will be required.

Appraisal Mapping - Appraisal mapping will be prepared to facilitate design engineering and land transfer negotiations. Existing and proposed boundary lines will be overlaid on existing topographic information (either provided by client or developed as part of this project). Appraisal mapping will be prepared in AutoCAD following guidelines established in the Caltrans Right of Way Manual, and shall be at a scale of 1:500. It is recommended that Client obtain a recent sample appraisal map from Caltrans to assure conformance to District 4 Standards. This proposal assumes two map sheets will be prepared.

Right of Way Mapping - Following the appraisal process, right of way mapping will be prepared in AutoCAD to document the final project right of way. Final Mapping will be at a scale of 1:500 and shall be prepared following guidelines established in Caltrans Right of Way Manual. It is assumed that two map sheets will be prepared.

Record of Survey - A Record of Survey and will be prepared and filed pursuant to the requirements of the State of California Professional Surveyors Act and the County of San Francisco guidelines.

Deliverable: Final Hardcopy Maps

# Task 9 - Foundation Reports

# 9.1 Prepare Draft Foundation Report

- 1. Perform foundation design
  - Refine geologic cross sections. Conduct slope stability evaluations in 5 to 8 slope sections.
  - o For Structures #1, 2, 3, 4, & 6, evaluate existing foundation capacity or design new foundations. Analysis and design is for spread footings cast against neat rock or drilled piles with rock sockets per Caltrans LRFD methods addressing sloping ground and soil-structure interaction (SSI) to support AECOM's structure dynamic response analysis.
  - For Structures #5, 7A, 7B, & 8, evaluate existing foundation capacities only.
     Should structure retrofit or other improvement be required, additional investigation may be required at additional cost.
    - Where sliding is not a concern, expect overexcavation and replacement with suitable compacted soil and/or reinforcement (geogrids etc).

 Where sliding is a concern, stabilization of the slope and/or replacement by a full-width structure. Stabilization can involve removal of unstable soil and replacement with mechanically stabilized fill, placement of pin piles, or construction of new anchored retaining wall.

Deliverables: Draft Foundation Report

# Prepare Final Foundation Report

- 1. Prepare Final Foundation Report foundation design
  - In conformance with the approved Strategy Design, EMI will prepare the Final Foundation Report.

Deliverables: Final Foundation Report

# Task 10 - 100% Plans Specifications and Estimate

AECOM will prepare this Task. This task includes all efforts required to prepare Checked Structures Plans, Special Provisions and Quantities (PS&E). The final product is a Checked set of designed and detailed and checked structural plans along with checked quantity calculations, special provisions and estimate identified contract bid items. The activities include, but are not limited to:

- · Perform an independent structural analysis
- Check the Design and Plan Sheets
- · Perform a Constructability Review (CR) of Unchecked Details
- · Prepare final Quantities

9.2

- · Perform an independent check of the draft Quantities
- · Prepare Memorandum to Specification Engineer

# 10.1 Project Management

AECOM will continue to perform project management activities as defined previously in this scope of work in Project Management and Meetings Task 8.1.

#### 10.2 Final PS&E

AECOM will respond to all comments on the submittal of Tasks 8.2, 8.3, 8.4, and 8.5. AECOM will prepare Independent Check Calculations for the design during this stage, including a check of the Plans, Specifications, and Estimate.

Each plan sheet shall bear the State of California Registered Professional Engineer registration seal with the signature, license number and registration certificate expiration date of the engineer who is in responsible charge for developing the plan. Each plan sheet shall show the name and address of sponsoring agency and consultant in the blocks provided below the engineer's signature and registration stamp. Each plan sheet shall show the name of the engineer who prepared the design.

A qualified engineer who is registered in the State of California shall independently check each design. Each plan sheet shall show the name of the engineer who performed the independent check. The calculations for both the design and the independent design check shall be submitted as part of the PS&E Submittal. The respective calculations shall bear

the State of California Registered Professional Engineer registration seal with the signature, license number and registration certificate expiration date of the design engineer and independent check engineer.

#### Deliverables - Final PS&E Submittal

- 4 sets of prints of checked, signed plans
- 4 copies of edited Special Provisions
- 1 copy of edited Special Provisions on a microcomputer disk
- 1 copy of Memo to Specification Engineer/Estimator
- 4 copies of cost estimate
- 2 copies working day schedules
- 4 copies of Final Foundation Report
- 1 copy of the consultant Quality Control Checklist

# 10.3 Final PS&E Approval

AECOM will respond to all final comments and provide Final PS&E documents to SFCTA as follows:

#### Deliverables - Final PS&E Approval

- 4 sets of prints of checked, signed plans
- l electronic copy of checked, signed plans (.dgn and .par files)
- 4 copies of edited Special Provisions
- 1 copy of edited Special Provisions on a microcomputer disk
- 4 copies of cost estimate
- 4 copies of Final Foundation Report if revised from Final submittal
- Resident Engineers File

# **Project Assumptions:**

- If Viaduct replacement is considered as the most economical retrofit strategy it shall
  maintain existing roadway widths and not require additional environmental impacts to
  require a EIR
- A fast track Project Schedule is assumed necessary to meet a Ready-to-List date to match that of the YBI Ramps project
- To maintain a fast track project design schedule, at-risk design is assumed required to initiate the unchecked details prior to the approval of the approved Environmental Document
- This project is considered a Safety Improvement project of Treasure Island Road and Hillcrest Road. While the primary focus of this Project is Seismic Retrofit of the existing Viaducts along the West Side of YBI, it also provides for traffic signing and permitting to allow closure of the Westbound Onramp to I-80 (Structure 1) to all public traffic with the exception of buses and emergency vehicles

- The Environmental document is assumed to be a Cat-X with special studies for this Safety Improvement Project
- All road closures will be carefully staged to coordinate with the YBI Ramps project and Caltrans on-going I-80 Projects
- Macalla Road may be considered the only access to Treasure Island during bridge retrofit construction
- It is assumed that roadway profile for all Viaduct structures will not change.
- · Structure 1 horizontal alignment will remain unchanged
- Weekday & daytime foundation drilling is anticipated, except possible night-time drilling for Structures 3 and 6.
- Drilling through concrete deck is permitted (10" core holes to be professionally repaired)
- Staging area for geotechnical equipment can be provided near TI causeway
- · No investigation of hazardous materials are assumed necessary
- No aerially deposited lead/environmental sampling or testing are assumed necessary
- No access road construction in slopes is proposed
- No pavement rehabilitation/life-cycle cost analysis is assumed
- No determination of borrow sites is assumed.

#### Yerba Buena Island Westbound Off and On Ramps AECOM Amendment 3 for Final Plans Specifications and Estimate Scope of Work

This scope of services has been prepared for the San Francisco County Transportation Authority (Authority) in order to complete Final PS&E for the Construction of the Yerba Buena Island Ramps Project. The Authority has requested that the scope of services be broken into 3 phases due to funding constraints. The following scope represents work for Phase 3.

This Amendment #3 supplements Amendment #2 to complete the design effort through Final PS&E.

#### PHASE 3

# Task 8 Complete 65% Plans Specifications and Estimate

- 8.1 PM & Meetings & QA/QC
- 8.2 Title Sheet & Key Map
- 8.3 Typical Cross Sections
- 8.4 Layouts and Construction Details
- 8.5 Profiles, Superelevation Diagrams
- 8.6 Temporary Water Pollution Control Details and Quantities
- 8.7 Erosion Control Plans & Details
- 8.8 Contour Grading
- 8.9 Drainage Plans, Profiles, Details and Quantities
- 8.10 Sanitary Sewer Plans, Details and Quantities
- 8.11 Utility Plans, Profiles, Details and Quantities
- 8.12 Construction Area Signs
- 8.13 Stage Construction And Traffic Handling Plans, and Details
- 8.14 Pavement Delineation Plans, Details and Quantities
- 8.15 Sign Plans, Details and Quantities
- 8.16 Summary of Quantities
- 8.17 Retaining Wall Plans
- 8.18 Electrical Street, and Bridge Lighting, Details and Quantities
- 8.19 Prepare Highway Planting Plans, Plant List
- 8.22 Bridge Design Submittal (Unchecked Plans)
- 8.23 Unedited Specifications
- 8.24 65% Estimates
- 8.25 Storm Water Data Report
- 8.26 Transportation Management Plan
- 8.27 Right-of-Way
- 8.28 Risk Management Plan

# Task 10 95% Plans Specifications and

#### Estimate

- 10.1 PM & Meetings & QA/QC
- 10.2 Roadway Plans 95% PS&E
- 10.3 Bridge Design Submittal (Checked Plans)
- 10.4 Caltrans and Local Agencies Review 95% PS&E

# Task 11 Final Plans Specifications and

#### Estimate

- 11.1 PM & Meetings & QA/QC
- 11.2 Prepare and Submit Final PS&E11.3 Final Bridge Design Submittal
- 11.4 Final PS&E Approval
- 11.5 Isometric Shop Drawings (ISD)
- 11.6 Combine Bid Packages A&B and submit to HQ

- 11.7 Resident Engineers File
- 11.8 Ready to List

# Task 12 Building 10 Relocation Feasibility Study

- 12.1 Prepare Exhibits
- 12.2 Cost Evaluation
- 12.3 Utility Connection Identification
- 12.4 Environmental Clearance Evaluation
- 12.5 New Location Evaluation
- 12.6 Existing Location Evaluation
- 12.7 Historical Architect Review/Alternatives
- 12.8 House Mitigation Report
- 12.9 Final Report

### Task 8 -Complete 65% Plans Specifications and Estimate

AECOM and Moffat and Nichol (M&N) will jointly prepare the 65% PS&E to Caltrans Standards. This phase is critical to clearly define the limits of the project and provide Caltrans with unchecked plans that are acceptable to the Toll Bridge Design Group.

### 8.1 Project Management and Meetings

AECOM will continue to perform project management activities as defined previously in this scope of work in Project Management and Meetings Task 4.

### Prepare Project Base Maps and Complete 65% Plan Sheets

AECOM will prepare base maps and complete 65% plan sheets using Metric units, in conformance to Caltrans and City standards. The design will be prepared using MicroStation and InRoads. The complete 65% plans that will be prepared as part of this Amendment #3 include, but not limited to, the following:

- 8.2 Title Sheet & Key Map
- 8.3 Typical Cross Sections
- 8.4 Layouts and Construction Details
- 8.5 Profiles, Superelevation Diagrams
- 8.6 Temporary Water Pollution Control Details and Quantities
- 8.7 Erosion Control Plans & Details
- 8.8 Contour Grading
- 8.9 Drainage Plans, Profiles, Details and Quantities
- 8.10 Sanitary Sewer Plans, Details and Quantities
- 8.11 Utility Plans, Details and Quantities
- 8.12 Construction Area Signs and Quantities
- 8.13 Stage Construction, Traffic Handling Plans and Quantities
- 8.14 Pavement Delineation Plans, Quantities, and Details
- 8.15 Sign Plans, Quantities, and Details
- 8.16 Summary of Quantities
- 8.17 Retaining Wall Plans
- 8.18 Electrical, Street and Bridge Lighting, Details, and Quantities
- 8.19 Highway Planting Plans, Irrigation Plans, Details and Quantities

Deliverables: Complete 65% Plans

8.22 Bridge Design Submittal (Unchecked Plans)

AECOM and Moffatt & Nichol will complete this task to prepare draft Structures Plans. The final product is a draft set of designed and detailed structural plans. The activities include, but are not limited to:

- Perform structural analysis and develop draft Design
- Prepare draft Structure Plan Sheets
- Prepare Memorandum to Specification Engineer

The structure design shall conform to the current edition of the Bridge Design Specifications (BDS) and updated design policies issued by Caltrans DES. Contract Plans shall be prepared in accordance with the most current editions of applicable Caltrans manuals and other documentation. Current Bridge Standard Details Sheets (XS-Sheets) and current Standard Plans shall be incorporated into the Contract Plans where applicable.

For the Seismic design, the software program SAP2000, will be used. The final seismic modeling will include the time-history analysis for six ground motions for both the Functional Evaluation Earthquake (FEE) and the Safety Evaluation Earthquake (SEE) earthquakes. The FEE level earthquake is the level at which the structure can not experience damage. The SEE level earthquake is the no-collapse level or lifeline criteria. The structure design shall be consistent with the current Bay Bridge criteria which describes the FEE event as one with a return period of 92 years or a 80% probability of exceedance within the 150-year design life and the SEE event as one with a return period of 1500 years or a 10% probability of exceedance within the 150-year design life.

Each plan sheet shall bear the State of California Registered Professional Engineer registration seal, license number and registration certificate expiration date of the engineer who is in responsible charge for developing the plan. Each plan sheet shall show the name and address of sponsoring agency and consultant in the blocks provided below the engineer's registration stamp. Each plan sheet shall show the name of the engineer who prepared the design.

Deliverables: Unchecked structure plans

### 8.23 Unedited Specifications

Unedited Standard Special Provisions (SSP's) will be submitted to reflect the level of detail provided in the plans. It is assumed the "Up-Front" legal/boilerplate portion of the specification will be provided by Caltrans when the YBI Ramps is combined with the YBITS 2 project.

Deliverable: Unedited Specifications

### 8.24 65% Quantities and Estimates

65% quantity sheets will be prepared and calculations performed for all major items of work corresponding to Caltrans BEES list. All unit prices will conform to the latest version of the Caltrans Unit Cost Data Book.

Deliverable: 65% Quantities and Estimates

### 8.25 Storm Water Data Report

The Storm Water Data Report identifies the waterways affected by this project, jurisdictional agencies for these waters and storm water quality issues associated with this project. The report includes a description of the proposed design pollution prevention plan to be implemented during construction as well as a description and cost estimate for permanent pollution prevention features that will be incorporated into the project design.

AECOM will prepare the final PS&E Storm Water Data Report and submit it to Caltrans for review and approval.

Deliverable: Storm Water Data Report

### 8.26 Transportation Management Plan

The Transportation Management Plan indicated how construction within the travel corridor can be accomplished using traffic controls and a public information campaign to minimize traffic delays and inconvenience caused by construction activities. AECOM will consider using the existing ESSSP PIO activities with regard to the ramps. AECOM will coordinate traffic management efforts with Caltrans and other local agencies and attend coordination meetings.

Deliverable: Transportation Management Plan

## 8.27 Finalize R/W Requirements

ARWS will provide ongoing project management services related to the property acquisitions, coordination with review appraiser and Caltrans R/W staff, and preparation of draft R/W Certification. This will also include an appraisal report for partial acquisitions, acquisitions services, provide escrow monitoring and condemnation support.

Towill will provide the following:

Ground Control Survey - A ground Control survey using a combination of GPS and "conventional" land surveying equipment and techniques (traversing using a total station instrument and differential leveling using an automatic or digital level) will be employed to establish horizontal and vertical control. The control will be based upon the California Coordinate System of 1983, Zone 3 calibrated to the published values for the Caltrans Bay Bridge Control Network. Elevations will be referenced to the National Geodetic Vertical Datum of 1988 as shown in the Caltrans Vertical Control Network. The Control Survey will be adjusted with Star\*Net Version 6.1 least squares adjustment software.

During the control survey, existing property corner monuments will be located and surveyed to determine the adjoining ownership and Caltrans Rights of Way.

Due to the continuing construction of the Bay Bridge, many of the control points near the survey area have been destroyed. We will establish new control points necessary for the monumentation of the new Right of Way boundary. Each control point will be set with a semi-permanent monument, such as a rebar and Towill Cap, PK nail with a washer, survey spike, or equivalent.

**Document Research and LandNET Base Map** - Perform research to acquire existing public record maps at Caltrans and at County offices. Field reconnaissance will be performed to recover monumentation adequate to re-establish the existing Caltrans and

adjoiner boundary lines. It is anticipated that two preliminary title reports will be required.

Appraisal Mapping - Appraisal mapping will be prepared to facilitate design engineering and land transfer negotiations. Existing and proposed boundary lines will be overlaid on existing topographic information (either provided by client or developed as part of this project). Appraisal mapping will be prepared in AutoCAD following guidelines established in the Caltrans Right of Way Manual, and shall be at a scale of 1:500. It is recommended that Client obtain a recent sample appraisal map from Caltrans to assure conformance to District 4 Standards. This proposal assumes two map sheets will be prepared.

Right of Way Mapping - Following the appraisal process, right of way mapping will be prepared in AutoCAD to document the final project right of way. Final Mapping will be at a scale of 1:500 and shall be prepared following guidelines established in Caltrans Right of Way Manual. It is assumed that two map sheets will be prepared.

Director's Deed - Legal descriptions will be prepared to facilitate land acquisition in the format of a director's deed. Delivery will be two deeds in hard copy and electronic format Microsoft Word document or alternatively, the legal description can be inserted into a director's deed format document by Caltrans. Client or Caltrans will facilitate filing of director's deed with county.

Record of Survey - A Record of Survey and will be prepared and filed pursuant to the requirements of the State of California Professional Surveyors Act and the County of San Francisco guidelines.

Deliverable: Final Hardcopy Maps

### 8.28 Risk Management Plan

AECOM will further develop the Risk Management Plan which includes risk identification, qualitative risk analysis, quantitative risk analysis, risk response planning, risk monitoring and control. The Risk Management Plan will follow the format on Caltrans web site and be developed through discussions with the PDT, SFOBB Risk Management Team, and project stakeholders. AECOM will coordinate risk management efforts with Caltrans and attend monthly risk management meetings.

Deliverable: Risk Management Plan

## Task 10 - 95% Plans Specifications and Estimate

AECOM and Moffatt & Nichol will jointly prepare this Task. This task includes all efforts required to prepare Checked Structures Plans, Special Provisions and Quantities (PS&E). The final product is a Checked set of designed and detailed and checked structural plans along with checked quantity calculations, special provisions and estimate identified contract bid items. The activities include, but are not limited to:

- Perform an independent structural analysis
- · Check the Design and Plan Sheets

- Perform a Constructability Review (CR) of Unchecked Details
- Prepare draft Quantities
- Perform an independent check of the draft Quantities
- · Prepare Memorandum to Specification Engineer

The structure design shall conform to the current edition of the Bridge Design Specifications (BDS) and updated design policies issued by Caltrans DES. Contract Plans shall be prepared in accordance with the most current editions of applicable Caltrans manuals and other documentation. Current Bridge Standard Details Sheets (XS-Sheets) and current Standard Plans shall be incorporated into the Contract Plans where applicable.

Each plan sheet shall bear the State of California Registered Professional Engineer registration seal with the signature, license number and registration certificate expiration date of the engineer who is in responsible charge for developing the plan. Each plan sheet shall show the name and address of sponsoring agency and consultant in the blocks provided below the engineer's signature and registration stamp. Each plan sheet shall show the name of the engineer who prepared the design.

A qualified engineer who is registered in the State of California shall independently check each design. Each plan sheet shall show the name of the engineer who performed the independent check. The calculations for both the design and the independent design check shall be submitted as part of the PS&E Submittal. The respective calculations shall bear the State of California Registered Professional Engineer registration seal with the signature, license number and registration certificate expiration date of the design engineer and independent check engineer.

#### Checked PS&F Submittal

- 13 sets of prints of checked, signed structure plans
- 1 electronic copy of checked, signed structure plans (.dgn and .par files)
- 1 copy of design calculations
- 1 copy of design check calculations
- 6 copies of edited Structure Special Provisions
- 1 copy of edited Structure Special Provisions on a microcomputer disk
- 3 copy of Memo to Specification Engineer/Estimator
- 2 copies of cost estimate
- 2 copies of original and checked quantity calculations with summary sheets
- 2 copies working day schedules
- 4 copies of Final Hydrology / Hydraulics Report
- 5 copies of Final Foundation Report
- 3 copies of complete Road Plans
- 5 copies Roadway Special Provisions (electronic)
- 1 copy of the consultant Quality Control Checklist

OSFP will review and comment on the Initial PS&E Submittal within six weeks of receipt of the complete package.

### Task 11 - Final Plans Specifications and Estimate

AECOM & Moffatt & Nichol will jointly prepare this task: The work will involve addressing comments on the Draft Structures PS&E and incorporating them into the final PS&E package. This task includes all efforts involved in the development of the overall final structures PS&E package. Activities include, but are not limited to:

- Constructability Review Meeting of draft SPS&E package
- Isometric Shop Drawings (ISD)
- Revisions to the Plans, Special Provisions, and Cost Estimates
- Combine YBITS 2 and YBI Ramps project
- Submittal to local district and Headquarters Office Engineer (HOE)
- Prepare Resident Engineers File
- Assisting Caltrans with making project ready to list

#### Final PS&E Submittal

- 13 sets of prints of checked, signed structure plans
- 1 electronic copy of checked, signed structure plans (.dgn and .par files)
- 1 copy of design calculations
- 1 copy of design check calculations
- 6 copies of edited Structure Special Provisions
- 1 copy of edited Structure Special Provisions on a microcomputer disk
- 3 copy of Memo to Specification Engineer/Estimator
- 2 copies of cost estimate
- 2 copies of original and checked quantity calculations with summary sheets
- 2 copies working day schedules
- 4 copies of Final Hydrology / Hydraulics Report
- 5 copies of Final Foundation Report
- 3 copies of complete Road Plans
- 5 copies Roadway Special Provisions (electronic)
- 1 copy of the consultant Quality Control Checklist

## Task 12 - Building 10 Relocation

The Building 10 Relocation Feasibility Study will analyze alternatives for relocating Quarters 10 and 267 to the two identified preferred sites on YBI. This includes preparation of exhibits, methods of relocation, cost evaluation, utility connection identification, environmental clearance evaluation, new site evaluation, existing site evaluation, historical architect review, preparation

of a house mitigation report, and a final feasibility study report. Based on results of the feasibility study report, input from the historic architect, the development, the SHPO, and other project stakeholders, the future building site will be selected. After site selection, final civil site plans and building architectural plans will be prepared to satisfy local building code permit requirements but building and site will not be finished and ready for occupancy. It is assumed the final tenant improvements will be provided by future owner.

Deliverables: Relocation Feasibility Study Report, Civil Site Plans, Architectural Plans

## Appendix D

### Consultant/Caltrans/Authority Budget

The Consultant budget for the YBI Ramps Project is increased by \$9,200,000; from \$6,735,000 to \$15,935,000.

Caltrans budget for services associated with Cooperative Agreements (No. 4-2283 and 4-2137) is \$1,465,000.

The Authority Project Management Services and staff cost is increased by \$280,000; from \$313,021 to \$593,021.

The Authority contingency cost is increased by \$550,000; from \$286,979 to \$836,979.

The Authority and TIDA anticipate that approximately \$9,543,000 of the Authority, Consultant's and Caltrans' costs under this Agreement will be reimbursed via state and federal funds, including but not limited to state Proposition 1B and federal Highway Bridge Program dollars.

Appendix E Total Budget

The budget for the Project and for TIDA's portion of the overall budget is as follows:

	Project Budget	Federal Highway Bridge Program Funds	TIDA*
	Budget	runus	11DA
Phase 1: PA/ED			
Project Management Costs	\$ 313,021.21	0.00	\$ 313,021.21
Consultant Contract	2,500,000.00	0.00	2,500,000.00
Contingency	186,978.79	0.00	186,978.79
Total Phase 1: PA/ED	3,000,000.00	0.00	3,000,000.00
Phase 2: Preliminary Engineering			
Consultant Contract	4,235,000.00	0.00	4,235,000.00
Contingency	100,000.00	0.00	100,000.00
Total Phase 2: Preliminary Engineering	4,335,000.00	0.00	4,335,000.00
Caltrans Cooperative Agreement (No. 4-2283) Caltrans Cooperative Agreement	715,000.00	0.00	715,000.00
(No. 4-2137)	750,000.00	663,975.00	86,025.00
Total Caltrans Cooperative Agreements	1,465,000.00	663,975.00	801,025.00
Phase 2: Design			
Project Management Costs	280,000.00	247,884.00	32,116.00
Consultant Contract	9,200,000.00	8,144,760.00	1,055,240.00
Contingency	550,000.00	486,381.00	63,619.00
Total Phase 2: Design	10,030,000.00	8,879,025.00	1,150,975.00
Total Project Cost	\$ 18,830,000.00	\$ 9,543,000.00	9,287,000.00

#### Note:

TIDA amount excludes interest costs as described in Section 4 of this Agreement,  $^{\star}$  which are borrowing

obligations over and above the project costs.















### Y & COUNTY OF SAN FRANCISCO

EASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS,
2<sup>ND</sup> FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND, ORG



MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

Draft Minutes of Meeting Treasure Island Development Authority June 9, 2010

> San Francisco City Hall Room 400 San Francisco, CA

Gavin Newsom, Mayor

1. Call to Order

1:37 P.M.

Roll Call

Owen Stephens, President John Elberling, CFO Claudine Cheng John Rahaim Jean-Paul Samaha

GOVERNMENT DOCUMENTS DEPT

Excused

Helen Nigg Douglas Shoemaker Supervisor Chris Daly JUL - 9 201J

SAN FRANCISCO PUBLIC LIBRARY

### 2. General Public Comment

Mr. John Arndt, Summer Sailstice, spoke in support of the Summer Sailstice 2010 event taking place on Treasure Island on June 19<sup>th</sup>. Stated the annual event is expected to draw two to three thousand people, plus a large number of vessels sailing-in and anchoring for the weekend.

## 3a. Director's Report

Mirian Saez, Director of Island Operations, provided a report on Island and staff activities over the past month. Stated an update by the United States Navy on the Navy's on-going remediation activities will be provided at the July Board meeting. Stated that enrollment in the ChildCare Center on-Island has increased in the past several months. Discussed additional community safety and security measures being undertaken by Community Housing Partnership during the summer months; on-Island pothole and streetlight repairs undertaken. Discussed staff involvement in Department of Public Health site-review for identification of mass-prophylaxis distribution on-Island in the event of a region-wide pandemic or biological incident. Discussed upcoming on-Island events including Summer Sailstice 2010 and New Beginnings Church

revival services. Stated that Chantel Ginochio, a Joint Venture employee, was featured on Channel 7's "Beyond the Headlines" program recently discussing her employment with the Joint Venture

There was no Public Comment on the Director's Report.

### 3b. Report by Office of Economic & Workforce Development

Mr. Jack Sylvan, Office of Economic and Workforce Development, provided a report on redevelopment planning activities and negotiations with the United States Navy. Discussed staff work on the Resident Transition Plan, including upcoming public meetings on the plan. Stated that the Board of Supervisors unanimously approved the Redevelopment Term Sheet amendments previously approved by the Authority Board. Discussed presentation of the Ferry Terminal Concept to the Water Emergency Transit Authority.

There was no Public Comment on the Report by Office of Economic and Workforce Development.

# 3c. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (CAB) There was no CAB report provided at this meeting.

There was no Public Comment on the Citizen Advisory Board report.

#### 4. Communications

There was no discussion of the Communications by Directors.

There was no Public Comment on the Communications.

### 5. Ongoing Business by Directors

There was no discussion of Ongoing Business by Directors.

There was no Public Comment on the item.

### 6. Consent Agenda

There was no Public Comment on the Consent Agenda.

Director Cheng motioned for approval. Director Stephens seconded the motion. The item was approved unanimously.

## 7. Resolution approving the Revised Budget of the Treasure Island Development Authority for Fiscal Year 2010-2011

Ms. Mirian Saez, Director of Island Operations, presented the revised FY2010-2011 Authority budget. The TIDA Board approved the Fiscal Year 2010-11 Budget at the meeting scheduled on April 7, 2010. After review and discussions with the Mayor's Budget Analyst's Office, revisions to the FY 10-11 Budget expenditures for the Treasure Island Project Office, exclusive of redevelopment related expenses, have been made. The Budget is adjusted to reflect changes in

the lines of Facilities Maintenance and have resulted in an increase in TIDA's contributions to the General Fund. TIDA's budget revisions were made possible because of the savings resulting from utilizing the Department of Public Works (BBR) instead of the Department of Real Estate for certain property management services for the Island.

There was no public comment on this item.

Director Cheng motioned for approval. Director Samaha seconded the motion. The item was approved unanimously.

# 8. Resolution approving the Third Amendment to the Memorandum of Agreement with the San Francisco County Transportation Authority

Mr. Jack Sylvan, Office of Economic and Workforce Development, and Mr. Eric Cordova, San Francisco County Transportation Authority, presented a third amendment to the MOA with the San Francisco County Transportation Authority (SFCTA). Stated that over the past several months the Federal Highway Administration and Caltrans have confirmed that the viaduct structures (YBI Viaducts), a series of nine elevated roadway bridges along the western slopes of YBI on Treasure Island Road, are also eligible for federal funds. Under the proposed Third Amendment, TIDA will be required to reimburse the SFCTA for 100% of the SFCTA's costs up to a maximum of \$9.287 million, plus accrued interest as specified in the amended MOA. Staff recommended approving the Third Amendment to the MOA with the SFCTA in order to move forward the design, engineering and environmental review for the YBI Ramps and YBI Viaducts in coordination with Caltrans in order to facilitate efficiencies in the timing of construction with the ESSSP and state and federal funding opportunities.

There was no public comment on this item.

Director Stephens motioned for approval of this item. Director Rahaim seconded the motion. The item was approved unanimously.

## 9. Informational Presentation on Transportation Study

Mr. Michael Tymoff, Office of Economic and Workforce Development, presented on the methodology used in the Transportation Impact Study for the Draft Environmental Impact Report (EIR) conducted by the San Francisco Planning Department, and their consultant, Fehr and Peers. The presentation provided an overview of the scope, methodology and approach used in the EIR to identify project-related transportation impacts. Stated this is informational-only ahead of the publishing of the EIR in July. Provided an overview of the evolution of the Transportation Plan. Discussed the EIR schedule for the coming months.

Mr. Chris Mitchell, Fehr and Peers, and Ms. Viktoryia Wise, San Francisco Planning Department, provided an overview of the approach to transportation analysis and methodology used in analyzing project-related transportation impacts for the EIR.

Ms. Wise provided a tutorial on how to read the transportation impacts analysis that will be contained in the EIR document once the EIR is published.

There was no Public Comment on this item.

## 10. Possible Closed Session for Conference with Real Property Negotiator There was no Public Comment on the possible Closed Session.

Director Stephens motioned to move to Closed Session. The TIDA Board went to Closed Session at 2:55 PM.

Attendees:
Mirian Saez, TIDA
Peter Summerville, TIDA
Eileen Malley, Office of the City Attorney
Joanne Sakai, Office of the City Attorney
Jack Sylvan, Office of Economic and Workforce Development
Michael Tymoff, Office of Economic and Workforce Development
Janell Stoney, Office of Economic and Workforce Development
John Yolles, Office of Economic and Workforce Development

Director Stephens left the TIDA Board at 3:13 PM.

The TIDA Board re-convened in Open Session at 4:00 PM.

Director Elberling motioned to not disclose the Closed Session.

Director Cheng seconded the motion not to disclose.

The TIDA Board unanimously voted not to disclose the Closed Session.

## 11. Adjourn The meeting was adjourned at 4:02 PM.



REASURE ISLAND DEVELOPMENT AUTHORITY
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Minutes of Meeting Treasure Island Development Authority June 9, 2010

> San Francisco City Hall Room 400 San Francisco, CA

Gavin Newsom, Mayor

1. Call to Order

1:37 P.M.

Roll Call

Owen Stephens, President John Elberling, CFO Claudine Cheng John Rahaim Jean-Paul Samaha

GOVERNMENT DOCUMENTS DEPT

Excused

Helen Nigg Douglas Shoemaker Supervisor Chris Daly OCT 1 1 2010

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### General Public Comment

Mr. John Arndt, Summer Sailstice, spoke in support of the Summer Sailstice 2010 event taking place on Treasure Island on June 19<sup>th</sup>. Stated the annual event is expected to draw two to three thousand people, plus a large number of vessels sailing-in and anchoring for the weekend.

### 3a. Director's Report

Mirian Saez, Director of Island Operations, provided a report on Island and staff activities over the past month. Stated an update by the United States Navy on the Navy's on-going remediation activities will be provided at the July Board meeting. Stated that enrollment in the ChildCare Center on-Island has increased in the past several months. Discussed additional community safety and security measures being undertaken by Community Housing Partnership during the summer months; on-Island pothole and streetlight repairs undertaken. Discussed staff involvement in Department of Public Health site-review for identification of mass-prophylaxis distribution on-Island in the event of a region-wide pandemic or biological incident. Discussed upcoming on-Island events including Summer Sailstice 2010 and New Beginnings Church

revival services. Stated that Chantel Ginochio, a Joint Venture employee, was featured on Channel 7's "Beyond the Headlines" program recently discussing her employment with the Joint Venture

There was no Public Comment on the Director's Report.

### 3b. Report by Office of Economic & Workforce Development

Mr. Jack Sylvan, Office of Economic and Workforce Development, provided a report on redevelopment planning activities and negotiations with the United States Navy. Discussed staff work on the Resident Transition Plan, including upcoming public meetings on the plan. Stated that the Board of Supervisors unanimously approved the Redevelopment Term Sheet amendments previously approved by the Authority Board. Discussed presentation of the Ferry Terminal Concept to the Water Emergency Transit Authority.

There was no Public Comment on the Report by Office of Economic and Workforce Development.

## 3c. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (CAB) There was no CAB report provided at this meeting.

There was no Public Comment on the Citizen Advisory Board report.

### 4. Communications

There was no discussion of the Communications by Directors.

There was no Public Comment on the Communications.

### 5. Ongoing Business by Directors

There was no discussion of Ongoing Business by Directors.

There was no Public Comment on the item.

### 6. Consent Agenda

There was no Public Comment on the Consent Agenda.

Director Cheng motioned for approval. Director Stephens seconded the motion. The item was approved unanimously.

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the lines of Facilities Maintenance and have resulted in an increase in TIDA's contributions to the General Fund. TIDA's budget revisions were made possible because of the savings resulting from utilizing the Department of Public Works (BBR) instead of the Department of Real Estate for certain property management services for the Island.

There was no public comment on this item.

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Director Elberling motioned to not disclose the Closed Session.

Director Cheng seconded the motion not to disclose.

The TIDA Board unanimously voted not to disclose the Closed Session.

## 11. Adjourn

The meeting was adjourned at 4:02 PM.









